

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. December 9, 2008

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on December 2, 2008

AWARDS AND PROCLAMATIONS

- Proclamation:
 - A Day of Recognition of the 125th Anniversary of the Sisters of the Sorrowful Mother

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Approval of Development Agreement for Renaissance Square Project, C.O.R.E. Redevelopment District.
(District VI)

RECOMMENDED ACTION: Approve the Development Agreement with ICDC, LLC and authorize the necessary signatures.

III. NEW COUNCIL BUSINESS

1. **Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet.** (Districts IV and V)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$2,200,000, and authorize necessary signatures.

2. **Public Hearing and Issuance of Industrial Revenue Bonds, C&C Development, LLC.** (District IV)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of IRBs in an amount not-to-exceed \$8,550,000, authorize the transfer of the letter of intent from Atlas/PMC to C&C Development, LLC, and authorize the necessary signatures.

3. **Public Hearing and Issuance of Industrial Revenue Bonds, Cessna Aircraft Company.** (Districts III and IV)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed \$73,311,000, release and convey the 1998 bond-financed property, and authorize the necessary signatures.

4. **Public Hearing and Issuance of Industrial Revenue Bonds, Pawnee Industrial, LLC.** (District IV)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$4,500,000 for Pawnee Industrial, LLC, and authorize necessary signatures.

5. **Extension of IRB Tax Exemption, (Dean & DeLuca, Inc.** (District I)

RECOMMENDED ACTION: Extend the tax exemption on Dean & DeLuca's IRB Bond-financed property for a one-year period and review the further extensions at the end of year 2009.

6. **Ordinance Appropriating the 2009 Budget; Ratifying the Payment of the Claims Against the 2008 Budget.**

RECOMMENDED ACTION: Approve the passage of the Ordinance.

7. **Modification of Wichita Transit Advisory Board.**

RECOMMENDED ACTION: Approve first reading of the Ordinance.

8. Special Acquisition Service Area Fees - Ordinance

RECOMMENDED ACTION: Approve the Ordinance, place the Ordinance on first reading, and authorize the necessary signatures.

9. Aquifer Storage and Recovery Project, Phase II, Memorandum of Understanding

RECOMMENDED ACTION: Approve the Memorandum of Understanding with Groundwater Management District No. 2, and authorize the necessary signatures.

10. Contract Renewal: Greater Wichita Convention and Visitors Bureau and Contingency Fund Use to Promote Conventions and Events by GWCVB.

RECOMMENDED ACTION: Approve the renewal of the 2009 Contract with the Greater Wichita Convention and Visitor's Bureau and the Bureau's 2009 Sponsorships request, and fund them from the 2009 Adopted Budget allocations within the Tourism and Convention Fund.

11. Approve Resolution Establishing Licensing Fee Structure for Community Events Pursuant to Chapter 3.10 of the Code of the City of Wichita.

RECOMMENDED ACTION: Approve the Resolution.

12. Amend Chapter 3.11 of the Code of the City of Wichita Pertaining to Street Closures Associated with Community Events.

RECOMMENDED ACTION: Place the ordinances on first reading.

13. Amend Chapter 3.11 of the Code of the City of Wichita Relating to Community Events and Repeal Chapter 3.14 Pertaining to the Wichita River Festival.

RECOMMENDED ACTION: Place the Ordinances on First Reading.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

1. ZON2008-00051 – Zone change from SF-5 Single-family Residential (“SF-5”) to TF-3 Two-family Residential (“TF-3”); generally located north of Pawnee Avenue, west of Seneca Street, between Haskell Avenue and Lotus Street. (District IV)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change subject to platting within one year; withhold the publication of the ordinance until the plat is recorded; OR 2) Return the application to the MAPC for reconsideration.

V. CONSENT PLANNING AGENDA

1. *CUP2008-00040 and ZON2008-00052 – Creation of DP-315 Funston Addition Community Unit Plan and zone change from SF-5 Single-family Residential (“SF-5”) to GC General Commercial (“GC”); generally located at the southwest corner of 47th Street South and Hydraulic Avenue. (District III)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the community unit plan and the zone change to GC General Commercial (“GC”); withhold the publication of the ordinance until the plat is recorded; OR 2) Return the application to the MAPC for reconsideration.

2. *ZON2008-00053 – Zone change from SF-5 Single-family Residential (“SF-5”) to General Office (“GO”); generally located on the east side of Rock Road, midway between 45th and 53rd Streets North. (District II)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the GO General Office zone change subject to platting within one year and the provisions of the Protective Overlay, PO #226; withhold publication of the ordinance until the plat is recorded; OR 2) Return the application to the MAPC for reconsideration.

3. *ZON2008-00056 – Zone change from NO Neighborhood Office (“NO”) to GO General Office (“GO”) and CON2008-00054, Conditional Use to permit “Animal Care, Limited” on property generally located north of Central Avenue and 1/10th mile west of 119th Street West. (District V)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change to GO General Office and Conditional Use permitting “Animal Care, Limited,” subject to the provisions of the conditional use; place the ordinance authorizing the zone change on first reading and publish the ordinance in the official City newspaper following adoption; OR 2) Return the application to the MAPC for reconsideration

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Allan Murdock, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

1. *Agreement - Surface Systems, Inc. - Runway Weather Information System Upgrade, Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Service and Purchase Agreement, and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA

1. Report of Board of Bids and Contracts dated December 8, 2008. (See Attached)

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2008</u>	<u>(Consumption off Premises)</u>
Mi Hee Park Kashif A. Khan Jeff Parker	Y & M Company Inc dba Quick Pick Zee Enterprises Inc. Kwik Shop #749	3733 North Arkansas 67115 West 13th Street 2142 North Webb Road
<u>New</u>	<u>2008</u>	<u>(Consumption on Premises)</u>
Nicole Marie Chappelle	Arena Food & Beverage	118 North Bay Country

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- Construct a bridge on Westport in the Moorings 10th Addition, south of 53rd Street North, west of Meridian. (District VI)
- Water Distribution System to serve an unplatted tract, north of 29th Street North, east of Greenwich. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Statement of Costs:

- Statement of Costs. (See Attached)

RECOMMENDED ACTION: Approve and file.

6. Agreements/Contracts:

- a. **PULLED PER CITY MANAGER/HOLDEMAN**
- b. HUD EDI Grant Application for the 21st Street North Industrial Corridor revitalization plan and pre-engineering designs. (District VI)
- c. Easement Encroachment Agreement for Sedgwick County Arena Addition.
- d. Joint Funding Agreement - Equus Beds Aquifer.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Order:

- a. Street Paving in Krug South Addition, south of 21st Street South, west of 143rd Street East. (District II)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisitions:

- a. Partial Acquisition of 4636 South Meridian; 47th Street – 31st Street Road Improvement Project. (District IV)
- b. Partial Acquisition of 4056 South Meridian; 47th Street – 31st Street Road Improvement Project. (District IV)
- c. Partial Acquisition of 4650 South Meridian; 47th Street – 31st Street Road Improvement Project. (District IV)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Wichita Board of Appeals of Plumbers and Gas Fitters, December 3, 2008
District VI Advisory Board, November 3, 2008
District VI Advisory Board, November 19, 2008

RECOMMENDED ACTION: Receive and file.

10. Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$14,000.00 as a full settlement of all possible claims which are the subject of this claim, and make the necessary budget adjustments.

11. November 2008 Monthly Report to Council

RECOMMENDED ACTION: Receive and File

12. Transfer of Funds

RECOMMENDED ACTION: Approve the budget adjustments and authorize the necessary signatures.

13. Special Liquor Tax Administration Fund Budget Adjustment

RECOMMENDED ACTION: Approve the Special Liquor Tax Administration fund budget adjustment and authorize the necessary signatures for that adjustment.

14. Office of Central Inspection - Special Revenue Fund Budget Adjustment

RECOMMENDED ACTION: Approve the budget adjustment and authorize the transfer up to \$100,000 from the approved 2008 OCI Special Revenue Fund contingency budget line item to the OCI Special Revenue Fund personal services, contractual services and materials line items.

15. KDOT Project Budget Modifications. (Districts II, IV and VI)

RECOMMENDED ACTION: Approve the budget modifications, place the Ordinances on First Reading, adopt the Resolution and authorize the necessary signatures.

16. Second Reading Ordinances: (First Read December 2, 2008)

a. (see attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

DEVELOPMENT AGREEMENT
REGARDING DEVELOPMENT
OF
RENAISSANCE SQUARE PROJECT
IN THE
C.O.R.E. REDEVELOPMENT DISTRICT
AND
RELATED PUBLIC IMPROVEMENTS

CITY OF WICHITA, KANSAS

AND

ICDC, LLC

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EXHIBITS

A	Private Improvement Land including legal description, current owners, and target purchase price
B	Development Concept
C	Development Schedule
D	Related Public Improvements Development Budget and Source of Financing
E	Project Budget
F	Project Site Plan
G	Projected Debt Service of Tax Increment Financing Bonds for the C.O.R.E. Redevelopment District
H	Standard City of Wichita Equal Employment Opportunity Requirements

DEVELOPMENT AGREEMENT
REGARDING DEVELOPMENT OF
RENAISSANCE SQUARE PROJECT
IN THE C.O.R.E. REDEVELOPMENT DISTRICT
AND RELATED PUBLIC IMPROVEMENTS

THIS AGREEMENT is made this _____ day of December, 2008, between the **CITY OF WICHITA, KANSAS**, a corporate body politic and political subdivision of the State of Kansas (the “City”), and **ICDC, LLC**, a Kansas limited liability company (“ICDC”),

Summary

This Agreement concerns plans to develop approximately forty (40) acres on a site bordered by Murdock Street on the North, by Santa Fe Street on the East, by Central Avenue on the South, and by the alley between Topeka Avenue and Broadway Avenue on the West.

Background and Recitals

A. Pursuant to this Development Agreement, the development of the Project will proceed as follows:

- (i) ICDC will acquire purchase contracts for the Private Improvement Land for assignment to the City, and directly or through affiliates will finance the cost of the Project through debt financing and equity capital. The City will contribute the Private Improvement Land to ICDC as provided in this Agreement, and will fund the cost of the Related Public Improvements through tax increment financing bonds and special assessments, in accordance with the provisions of this Agreement.
- (ii) ICDC will develop the Project according to the Development Plan approved by the City Representative and Developer as may be amended and modified from time to time.
- (iii) The City will provide the Related Public Improvements for the Project as provided by this Agreement.

B. The redevelopment and Project areas are within a “blighted and conservation area” as defined by state law and are within the C.O.R.E. Redevelopment District as defined by City ordinance number 47-867.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

Section 1

Definitions and Exhibits

1.1 **Certain Definitions.** For purposes of this Agreement, each of the following terms, when used with an initial capital letter, shall have the following meaning:

“Agreement” means this Development Agreement.

“City” means the City of Wichita, a corporate body politic, and whenever this Agreement requires “approval of the City” or words of similar intent, that approval must come from the City Council, except as otherwise expressly provided herein.

“City Council” means the City Council of the City of Wichita.

“City Improvement Expenditures” means the sum of \$7,700,000 plus the amount to be paid through special assessments, which the City shall fund for the purchase of the Private Improvement Land and the development and construction of the Related Public Improvements, pursuant to the Related Public Improvements Development Budget. The City Improvement Expenditures will be used, in part, for land acquisition, demolition, development and construction costs and public parking, but will not be used for private improvements. All costs and expenses associated with the purchase of the Private Improvement Land, the demolition of existing structures, and the development and construction of the Related Public Improvements shall be paid by the City, but shall not exceed \$7,700,000 plus the amount to be paid through special assessments.

“City Representative” means the City Manager of the City and his or her designee. The City Representative shall have full power and authority to implement the decisions of the City Council and to act on behalf of the City in the exercise of its rights and responsibilities under this Agreement. The Developer may rely on the decisions and direction of the City Representative as the directions of the City. Provided, however, if any action requires an amendment to this Agreement, it shall require the approval of the City.

“Contractors” means the General Contractor and all other contractors, subcontractors, suppliers, persons, or entities that are engaged for construction or to provide labor, materials, supplies, or services of any kind in regard to the Project.

“C.O.R.E. Redevelopment District” means the redevelopment district established pursuant to K.S.A. 12-1770 *et seq.* by the City by means of City Ordinance 47-867.

“Developer” shall mean ICDC, or a party to whom ICDC assigns its rights under this Agreement in accordance with the provisions of Section 9.16.

“Development Budget” shall mean the Developer’s budget for the construction of the private improvements on the Phase of development of the Private Improvement Land to

which such budget relates (“Phase Development Budget”) or, as the context may require, the consolidated budget of all Phase Development Budgets (“All Phase Development Budget”).

“Development Concept” means the Development Concept attached hereto as Exhibit B.

“Development Plan” means the drawings and specifications, development schedule, and Project Budget for the Project which is consistent with the Development Concept as approved by the City and Developer at the time of execution of this Agreement, as such drawings and specifications, development schedule, and the All Phase Development Budget may be amended by Developer from time to time, with approval of the City Representative. The Parties anticipate that the Development Plan will be amended from time to time to reflect changes in market conditions and economic demands and that such changes are within the scope and intent of this Agreement, as long as the changes are consistent with the original Development Concept and do not reduce the projected aggregate assessed value of the Project. To the fullest extent permitted by applicable law and ordinance, the City Representative is authorized to approve Development Plan changes consistent with the Development Concept.

“Development Schedule” means the schedule for the development of the Project as set forth on Exhibit C attached hereto. The Parties anticipate that the Development Schedule will be amended from time to time to reflect changes in market conditions and economic demands and that such changes are within the scope and intent of this Agreement.

“Engineer” shall mean the engineer to be selected by Developer which shall be responsible for performing engineering services in connection with the construction of the Project, as well as surveying and platting the Private Improvement Land and parcels thereof as necessary and appropriate in connection with the Project.

“Force Majeure” means war, riots, civil commotion, strikes, labor disputes, embargoes, natural disasters, Acts of God or any other cause or contingency similarly beyond control of the Party whose performance is affected thereby, but shall not include weather delays caused by rain, snow, or the like.

“General Contractor” means the general contractor to be selected by Developer for construction of the Project.

“ICDC” means ICDC, LLC, a Kansas limited liability company, doing business as Inner City Development Company.

“Parties” means, collectively, the City and Developer; and **“Party”** means any of the Parties.

“Phases” means, collectively, Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, as defined on Exhibit B hereto, or any combination of such Phases, and **“Phase”** means any one of the Phases.

“Private Improvement Land” means the tracts or parcels of land upon which the Project is to be located, described on Exhibit A, together with all rights, privileges, licenses, and easements appurtenant to such tract.

“Project” means the redevelopment of approximately twenty (20) acres of the Project Site, consisting of brownstone-style town homes, apartments, offices, medical buildings, and retail space, plus associated private parking facilities and related amenities, and commercial and business properties consistent with the Development Concept, but excluding the Related Public Improvements.

“Project Architect” means the project architect selected by the Developer for design of the Project.

“Project Budget” shall mean the pro forma budget of the costs of property acquisition, demolition, design and construction of the Project and Related Public Improvements; which includes the Related Public Improvements Development Budget and the All Phases Development Budget for all Phases of improvement to the Private Improvement Lands. A preliminary non-detailed budget overview is attached hereto as Exhibit E. The Project Budget shall be a fluid, flexible budget such that the expenditures may be reallocated within the City’s Related Public Improvements Budget and the Developer’s All Phases Development Budget, with approval of the City Representative, for so long as the total amount of the tax increment financed portion of the Project Budget (\$7,700,000) is not exceeded unless otherwise provided herein.

“Project Site” shall mean the land bordered by Murdock Street on the North, by Santa Fe Street on the East, by Central Avenue on the South, and by the alley between Topeka Avenue and Broadway Avenue on the West, as shown on the Project Site Plan attached hereto as Exhibit F.

“Project Site Plan” shall mean the Project site plan contained in Exhibit F as may be updated from time to time with the approval of the City Representative.

“Related Public Improvements” means the improvements which the City shall construct pursuant to Section 4.3 detailed on Exhibit D.

“Related Public Improvements Development Budget” means the budget for development of the Related Public Improvements, as set forth on Exhibit D.

“Specialists and Consultants” means the Project Architect and the Contractors, together with other planning, architectural, engineering, interior design and other specialists and consultants selected for the design and construction of the Project.

“Tax Increment Shortfall” means the amount equal to the difference between the amounts actually paid to the City by the Sedgwick County Treasurer as incremental property taxes collected for the C.O.R.E. Redevelopment District, pursuant to K.S.A. 12-1770 *et seq.*, and the amount projected to be paid by the City as debt service on the City’s tax increment financing

bonds as set forth in Exhibit G, commencing the first year in which a payment is due on the City tax increment financing bonds issued to finance the City's costs hereunder.

1.2 Other Definitions. In addition to the terms defined in Section 1.1, other terms will have the definitions provided elsewhere in this Agreement.

1.3 Exhibits. The exhibits identified in this Agreement and attached to it, or otherwise identified by the signing or initialing of the Parties, are incorporated by reference and made a part of this Agreement as though they were fully set forth in the text of this Agreement.

Section 2

Project and Related Public Improvements

2.1 Project. Developer shall provide all services, equipment, materials, supplies, labor, and every article of any kind necessary or appropriate for the planning, development, construction, and furnishing of the Project, all in accordance with the Development Plan. Developer shall be an independent contractor for all purposes, and nothing contained in this Agreement nor any actions of the Parties shall be construed to create a partnership, joint venture, or agency relationship between the City and Developer. No one performing work on the Project under the direction of Developer, or under the direction of any of the Contractors, shall be deemed to be an employee of the City for any reason or purpose whatsoever.

2.2 Related Public Improvements. The City, at its expense, will construct the Related Public Improvements in conjunction with the construction of the Project. Developer shall have the right, at its sole expense, to review and comment on, but shall not have any right to approve or reject, the ultimate design of the Related Public Improvements. Developer shall be responsible for the maintenance of the park to be located on parts of Blocks 4 and 5 as shown on the Project Site Plan.

2.3 Funding of Private Improvement Land Acquisition. As soon as reasonably practicable upon ICDC's securing necessary contracts for the purchase of Private Improvement Land, and upon satisfaction of environmental and title requirements, in compliance with all applicable law, the City will acquire the Private Improvement Lands and pay all related acquisition expenses. Following delivery of documents required under Section 3.1.1 herein for each Phase of the Project, the City shall contribute to ICDC the Private Improvement Land for such Phase (generally as described on the Project Site Plan and as defined herein) subject to easements and restrictions of record or imposed by law, at no cost and expense to ICDC except as otherwise set forth herein. ICDC shall take title to the Private Improvement Land and the City shall have no obligations or liabilities whatsoever relating to the condition of such Private Improvement Land. ICDC shall be responsible for obtaining contracts for the purchase of the Private Improvement Lands. The City's obligation to acquire Private Improvement Lands is limited by the funds available for property acquisition in the Related Public Improvements Budget.

2.4 Revisions to Development Concept and Development Plan. The parties agree that the City Representative may approve changes to the Development Concept, Development Plan, Project Site Plan, and Development Schedule with respect to configuration, phasing, and content, as requested by ICDC in consultation with the City, provided that the resulting Development Concept, Development Plan, Project Site Plan, and Development Schedule do not differ substantially from the intended purpose for which the Project was originally approved, and provided that such changes do not result in the decrease in projected tax increment revenue from the Project or the increase in the City Improvement Expenditures. Notwithstanding any other provision of this Section 2.4, the City Representative shall have no authority to approve any “substantial change” (as defined in KSA 12-1770a(t)) to the Development Concept, and any such substantial change shall be subject to the approval of the City Council as provided in KSA 12-1771(e).

2.5 Subsequent Transfers by Developer. The Parties acknowledge that the Project includes the development of brownstone-type row houses and condominium apartments, which will be sold by Developer to third parties on negotiated, fair market terms. The City hereby consents to and approves such transfers by Developer.

2.6 Management of Private Improvement Land. ICDC or its affiliated entity (“the Manager”) shall manage each parcel included in the Private Improvement Land that is occupied by one or more tenants (each such parcel being referred to herein as a “Managed Property”), from the date the City acquires the Managed Property until the date the City conveys the Managed Property to ICDC. The Manager shall be responsible for all management duties with respect to each Managed Property, including without limitation the collection of rents, maintenance, operating costs, payment of property taxes, and property and liability insurance premiums during the period that this Section 2.6 applies to such Managed Property. The Manager shall be entitled to a management fee equal to ten percent (10%) of the gross rents from each Managed Property. The Manager shall collect the rents from each Managed Property, and shall utilize the rents first for payment of property taxes assessed against the Managed Property and due and payable, second for payment of all other costs and expenses related to the management of such Managed Property, and third for payment of the management fee to Manager. Any and all portions of rents remaining after payment of the taxes, costs, expenses, and management fee shall be paid to the City.

Section 3

Construction Phase

3.1 Conditions Precedent to Construction. The following matters must be completed before construction begins on each Phase of the Project.

3.1.1 Delivery of Documents. The documents listed below (or copies), as well as any other documents reasonably required prior to commencement of construction, have been delivered to the City Representative. When necessary, Developer shall also procure the requisite filings of such documents with the appropriate officials:

- (a) Construction permit and all other permits required before commencement of construction (to the extent Developer is able to apply for permits prior to obtaining fee title to the land);
- (b) Satisfactory evidence to City Representative that the General Contractor selected by Developer to construct such Phase of the Project is a registered contractor in good standing under the laws of Kansas and the laws of its state of its domicile;
- (c) The Phase Development Budget;
- (d) The Phase Development Plan;
- (e) The Development Schedule, as amended from time to time with the approval of the City Representative;
- (f) Executed copies of the Design Build Agreement between Developer and the General Contractor for such Phase of the Project, which includes the contract between the General Contractor and the Project Architect;
- (g) Satisfactory evidence to City Representative that Developer has secured financial commitments from lenders and/or investors sufficient to complete construction of such Phase of the Project;
- (h) Critical path schedule for such Phase of the Project and Related Public Improvements agreed upon by Developer and the City Representative; and
- (i) All approvals from the Historic Preservation Board, the City's Design Council, and all similar approvals needed for development of the Phase have been obtained in writing; and
- (j) Such other documentation including plans and specifications, schematic drawings and renderings of the Phase as may reasonably be requested by the City Representative to insure the orderly development of the Phase and the Project.

3.1.2 Tax Increment Shortfall. The Developer shall have made all required Tax Increment Shortfall payments.

3.1.3 Acquisition of Private Improvement Land. The City has been able to acquire all portions of the Private Improvement Land needed for such Phase.

3.2 Construction. Developer will cause commencement of construction of such Phase of the Project to begin following the Construction Phase Closing, completion of the capital contribution by the City to ICDC of the Private Improvement Land for such Phase, and

completion of demolition, and will pursue completion of construction with due diligence. During construction Developer agrees to the following conditions and instructions:

- (a) To cause construction of the Project in a workmanlike manner, free of any material defects, in accordance with the final plans and specifications, and in accordance with applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws);
- (b) To obtain utility permits, certificates of occupancy, and other licenses, permits and easements required for the operation of the Project;
- (c) Supervise the timely and efficient performance of the Contractors and the Specialists and Consultants under their respective contracts with Developer to enable them to perform their work in a timely, safe, professional and workmanlike manner.

3.3 Release of Remaining Private Improvement Land. Upon the completion of construction by Developer or its affiliates of the Project improvements having an aggregate fair market value (as determined by the Sedgwick County Appraiser) of at least \$63,675,660, the balance of the Private Improvement Land shall be transferred by the City to ICDC.

Section 4

Additional Rights and Obligations of City

4.1 Approvals. Whenever this Agreement requires the consent or approval of the City Representative, the City Representative, in his or her sole discretion, may instead present the question to the City Council for the necessary consent or approval. Notwithstanding the foregoing, the Parties intend that City Council approval shall not be required or necessary for changes in the Development Plan which do not affect the City's expenditures and are consistent with the Development Concept, unless otherwise required by law. As provided in Section 2.4 above, any "substantial change" (as defined in KSA 12-1770a(t)) to the Development Concept shall be subject to the approval of the City Council as provided in KSA 12-1771(e).

4.2 Title to Property. Following the contribution of the Private Improvement Land to ICDC by the City, ICDC shall own the Private Improvement Land subject to any easements and restrictions of record or imposed by law, and special assessments which may arise.

4.3 Related Public Improvements. City shall construct the Related Public Improvements, at its sole cost and expense, pursuant to Section 2.2 of this Agreement; provided, however, that the City's obligation shall be limited by the funds available in the Related Public Improvements Budget. The City Representative shall coordinate with Developer, or its representatives, the scheduling of the Related Public Improvements, and shall in good faith seek to construct such Related Public Improvements in accordance with the Development Schedule.

The Related Public Improvements will be financed through the assessment of special assessments and the tax increment financing bonds. To the maximum extent permissible, the Related Public Improvements shall be financed with special assessments authorized under K.S.A. 12-17,140 *et seq.* or K.S.A. 10-6a01 *et seq.* and Developer agrees to submit any petitions required thereunder.

4.4 Development Assistance. When requested by the Developer, the City will provide development assistance to Developer, through its Development Assistance Office, to facilitate and expedite the issuance of building permits and compliance with other City-controlled requirements relating to completion of the Project.

4.5 Access to Site. The City will provide reasonable access to Developer for staging and work areas adjacent to the Private Improvement Land as shown on the attached Exhibit G, such areas to be identified by Developer for each Phase of development, subject to the approval of the City Representative. The Developer will follow established City procedure to close streets during agreed periods of demolition and construction. The City will lease to Developer on a month-to-month basis for \$1.00 per year (on a triple net basis) cleared land for use as sales facilities, sales office and construction office trailers, and construction site mobilization areas, at such location(s) as Developer and the City Representative may agree.

Section 5

Tax Increment Shortfall Guaranty

Developer agrees to pay the City any Tax Increment Shortfall amount. Annual Tax Increment Shortfall payments may be paid to the City in two installments, with the first installment equal to one-half the annual Tax Increment Shortfall amount payable within 30 days of receiving written notice and documentation that there is a Tax Increment Shortfall. The balance of the annual Tax Increment Shortfall amount shall be paid within 6 months of receipt of notice. The guaranty shall be released when the conditions described in Section 3.3 are achieved.

Tax increment financing bonds have been issued based on certain assumptions regarding construction, tax rates, tax payments, and an aggregate valuation of \$63,675,660 of private improvements. Commencing 2015 and thereafter, the Tax Increment is based on completion of \$63,675,660 of improvements. For purposes of calculating the amount of the guaranty payment after 2010, the payment guaranteed shall be reduced proportionately by the ratio of the fair market value of completed private improvements (as determined by the Sedgwick County Appraiser) to \$63,675,660.

Section 6

Insurance, Bonding, and Indemnification

6.1 Types of Coverage. Developer shall carry, or cause the General Contractor to carry, the following insurance coverage insuring Developer, General Contractor, and City during construction:

- (a) Special or "all risk" insurance (including theft, vandalism, boiler, and pressure vessel coverage), in amounts reasonably acceptable to the City Representative, insuring City's and Developer's interests in the Project and any and all furniture, equipment, supplies and other property owned, leased, held or possessed by Developer or City in the Project;
- (b) Comprehensive general liability insurance insuring Developer and City against any and all liability for injury to or death of a person or persons and for damage to property in any way occasioned by or arising out of the activities of Developer, City, and their respective agents, contractors or employees, in connection with the design and construction of the Project, in the amount no less than Five Hundred Thousand Dollars (\$500,000) or in such other amounts as may be reasonably acceptable to City provided, however, such policies shall not name the City, or insure the City, for an amount of coverage in excess of the City's maximum liability pursuant to the Kansas Tort Claims Act and amendments (and any similar law limiting the liability of the City);
- (c) Workers' compensation insurance;
- (d) Automobile liability insurance with per occurrence limits of not less than \$500,000; and
- (e) All other insurance as required by law.

6.2 Policy Requirements. The following general requirements shall apply to all insurance coverage carried by Developer and General Contractor pursuant to Section 6.1:

- (a) To the extent available, each policy shall contain a clause whereby the insurer waives all rights of subrogation against Developer, General Contractor, and City, as the case may be;
- (b) City shall be named as its interests appear in all policies obtained by Developer and General Contractor;
- (c) Such policies shall be with reputable insurance companies reasonably acceptable to City, Developer, and General Contractor and licensed to do business in Kansas;
- (d) Developer shall provide the City Representative with policies or certificates of insurance evidencing such coverage prior to the start of construction;

- (e) Within thirty (30) days prior to expiration of coverage, or as soon as practicable, renewal policies or certificates of insurance evidencing renewal and payment of premium shall be provided by Developer to the City Representative; and
- (f) The policies must be noncancelable unless the carrier provides written notice to the City Representative thirty (30) days prior to cancellation.

6.3 Indemnification. Developer agrees to indemnify, hold harmless, and defend City and members of the City Council, officers, agents, and employees (collectively referred to as the “City Indemnified Parties”) from and against all loss, damage, liability, cost or expense including, but not limited to, attorneys’ fees and court costs incurred or suffered by or claimed against any of the City Indemnified Parties by any person or entity by reason of injury, death, loss, or damage to any person, property, or business which arise, or is alleged to have arisen, from the negligence or willful misconduct of Developer, its officers, directors, agents, or employees, or the accuracy or incompleteness of information furnished by these persons to the City.

The City’s liability for any claims asserted by any person or entity by reason of injury, death, loss, or damage to any person, property, or business which arises, or is alleged to have arisen, from the negligence of willful misconduct of the City, its officers, directors, agents, or employees, shall be governed by the Kansas Tort Claims Act and other applicable laws of the State of Kansas.

Section 7

Term and Survival

The term of this Agreement shall commence upon the date of this Agreement and, unless terminated sooner as provided in this Agreement, shall end on the date that all of the following have occurred: the Private Improvement Land has been contributed to Developer; all Phases of the Project are completed pursuant to the Development Plan; and, the Related Public Improvements are completed. However, the following provisions of this Agreement shall survive beyond the end of the term: the Tax Increment Shortfall guaranty; all representations and warranties; all agreements of indemnification; and limitations concerning the Cash Basis and Budget Laws.

Section 8

Representations and Warranties

8.1 City. The City warrants and represents to Developer as follows:

- (a) It is a municipality and political subdivision of the State of Kansas, duly incorporated and validly existing under the laws of the State of Kansas.
- (b) To the best of its knowledge, it has full power and authority to execute this Agreement and consummate the transactions contemplated hereby, subject to the limitations exercised herein or otherwise imposed by law.
- (c) Neither the execution or delivery of this Agreement and the other documents contemplated herein will conflict with or result in a breach of any of the terms, covenants and provisions of any judgment, order, injunction, decree or ruling of any court or governmental agency, body or authority to which it is subject or of any material provision of any agreement, contract, indenture or instrument to which it is a party or by which it is bound.

8.2 Developer. Developer warrants and represents to City as follows:

- (a) It is a limited liability company duly organized, validly existing, and in good standing under the laws of Kansas.
- (b) It has the requisite power to execute the documents under this Agreement and to consummate the transactions contemplated thereby.
- (c) Neither the execution and delivery of the documents on its part nor the construction of the Project will conflict with or result in a breach of any of the terms, covenants and provisions of any judgment, order, injunction, decree or ruling of any court of governmental agency, body or authority to which it is subject or of any material provision of any agreement, contract, indenture or instrument to which it is a party or by which it is bound, or constitutes a material breach thereunder.
- (d) Before commencement of construction for each Phase, it will have examined the Private Improvement Land for such Phase and made all other investigations it deems necessary to perform its duties under this Agreement and satisfy itself that there exist no conditions on or about the Private Improvement Land for such Phase that would materially hinder or prohibit development of the Project as described in the Development Plan.
- (e) All contracts with Contractors shall warrant that the work performed or material supplied by that Contractor to the Project will be free from any defects in materials and workmanship for a period of at least one (1) year from the date of Completion, and that such warranty does not restrict or otherwise limit that Contractor's obligation to construct the Project in a workmanlike manner and in accordance with the Development Plan as it pertains to that Contractor's work.

- (f) It shall use reasonable care to insure that all Specialists and Consultants selected in connection with the design and construction of the Project shall be highly qualified to do the work they are engaged to perform and Developer shall make reasonable inquiries as to such person's background, experience and reputation to assure they are well qualified to undertake such work.

Section 9

General Provisions

9.1 **Governing Law.** This Agreement and the legal relations between the Parties shall be governed by, construed and interpreted under the laws of the State of Kansas, and exclusive venue for all disputes and litigation shall be in Wichita, Kansas.

9.2 **No Waiver.** No failure of a Party to exercise any power given under this Agreement or to insist upon strict compliance of another Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms of this Agreement.

9.3 **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

9.4 **Written Amendments.** Any amendment to this Agreement shall not be binding on any of the Parties unless the amendment is in writing, is duly authorized, and is duly executed by the Parties to this Agreement.

9.5 **Time of Essence.** Time is of the essence of this Agreement

9.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

9.7 **Headings.** The headings of the sections and subsections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

9.8 **Notice.** All notices required to be given under this Agreement shall be delivered in writing and delivered either by (a) hand delivery, and considered delivered upon receipt, (b) telefacsimile, and considered delivered upon completion of transmittal, (c) certified mail, and considered delivered upon signed receipt or refusal to accept notice, or (d) nationally-recognized overnight delivery service, and considered delivered the next business day after the notice is deposited with that service for delivery. For notice purposes, the Parties agree to keep each other

informed at all times of their current address(es). For purposes of notices or other written communications, the addresses of the Parties shall be as follows:

(i) If to the City:

City Manager
City Hall, 13th Floor
455 North Main Street
Wichita, Kansas 67202
Fax # (316) 268-4519

And

City Clerk
City Hall, 13th Floor
455 North Main Street
Wichita, Kansas 67202

And

City Attorney
City Hall, 13th Floor
455 North Main Street
Wichita, Kansas 67202
Fax # (316) 268-4335

And

(ii) If to Developer:

Joseph L. Kramer, Managing Member of
ICDC, LLC,
1999 N. Amidon, Suite 375
Wichita, Kansas 67203
Fax # (316) 265 2589

And

Karl R. Swartz
Morris, Laing, Evans, Brock & Kennedy, Chtd.
300 N Mead, Suite 200
Wichita, Kansas 67202
Fax # (316) 262 6226

9.9 Nondiscrimination and Equal Economic Opportunity. The Parties covenant and agree that in the performance of their duties and obligations under this Agreement and any other document, instrument, or agreement in connection with the transaction contemplated by this

Agreement, neither of the Parties, nor their respective agents, employees, officers, directors, consultants, contractors or subcontractors, will discriminate against any applicant for employment or employee because of race, color, religion, sex, national origin, age, handicapped or disability status, or veterans status. The Parties agree to adhere to the City's standard contracting requirements as they related to Nondiscrimination and Equal Employment Opportunity as set forth in Exhibit I.

9.10 Severability. If any clause or provision of this Agreement is or becomes invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, then the remaining parts of this Agreement shall not be affected by such invalidity or unenforceability, and the remainder of this Agreement shall be enforced to the greatest extent permitted by law.

9.11 Licenses and Permits. In accordance with the provisions of Section 3, it shall be the ultimate responsibility of Developer to secure local licenses and permits required to be obtained by Developer or City with respect to construction, completion and occupancy of the Project, including any necessary building, occupancy, sewer and utility permits.

9.12 Documents. All as-built drawings, plans, specifications, and other documents prepared for the Project pursuant to this Agreement shall become or remain the property of Developer and its Contractors and Consultants, whether or not the Project is completed.

9.13 Approvals. Whenever the approval or consent of a Party is required in this Agreement, such approval or consent shall not be unreasonably withheld.

9.14 Including. Whenever general words or terms are followed by the word "including" (or other forms of the word "include") and words of particular and specific meaning, the words "including without limitation," and the general words shall be construed in their widest extent, and shall not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning.

9.15 Binding Effect. Subject to the limitations of Section 9.18, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

9.16 Assignment. No Party may assign all or any part of its interest in this Agreement without the prior written consent of the other Parties, and any such assignment without such consent shall be void. However, (a) the City may assign all or part of its interest to a city-established entity without approval of the other Parties so long as such assignee has the legal authority to fulfill the City's obligations under this Agreement and, to the extent that it does not have such authority, the assignment shall continue in effect but the City will remain obligated for such nonassignable or unauthorized obligations, and (b) ICDC may assign all or part of its interest to an affiliated entity in which ICDC or ICDC's current members will hold an aggregate ownership interest of at least 51%.

9.17 Brokerage Commissions. Parties represent to the other that they have not

discussed this Agreement or the subject matter thereof with any real estate broker, agent or salesperson so as to create any legal right in any such broker, agent or salesperson to claim a real estate commission or similar fee with respect to the transactions contemplated by this Agreement. Both Parties hereby indemnify the other Party against and agrees to hold the other harmless from any and all claims, suits, or judgments (including, without limitation, court costs and attorneys' fees incurred in connection with any such claims, suits or judgments) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the transactions contemplated by this Agreement.

9.18 Cash Basis and Budget Laws. It is the intent of the Parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) (the "Cash Basis Law") or the Kansas Budget Law (K.S.A. 79-2925) (the "Budget Law"). Therefore, notwithstanding anything to the contrary herein contained, the City's obligations under this Agreement are to be construed in a manner that assures that the City is at all times not in violation of the Cash Basis Law or the Budget Law.

9.19 Force Majeure. If an event of Force Majeure so damages the Project that it cannot be Finally Completed within the Development Budget, then either Party may terminate this Agreement by giving written notice to the other. In that event, the Parties will pay their own respective costs and expenses incurred and thereafter have no further obligation to Complete construction and development of the Project.

CITY:

CITY OF WICHITA

By _____
Name: Carl Brewer
Title: Mayor

Attest: _____
Karen Sublett, City Clerk

DEVELOPER:

ICDC, LLC

By _____
Name: Joseph L. Kramer
Title: Managing Member

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

EXHIBIT A

Private Improvement Land

Including Control Number, Address, Current Owner, and Legal Description (Block Numbers as Shown on Exhibit F)

Owned/Under Contract by Developer

Block 3

<u>Control No.</u>	<u>Address</u>	<u>Owner Name</u>	<u>Legal Description</u>
119142	700 N. St. Francis	Edward W. Meyer, et al.	Lot 41 & S 1/2 Lot 43 4th. Now St. Francis Ave., J.P. Hilton's Add.
119162	614 E. Pine	Anna K. Meyer	W 35' Lots 40-42-44-46 5th. Now Santa Fe Ave., J.P. Hilton's Add.

Block 4

<u>Control No.</u>	<u>Address</u>	<u>Owner Name</u>	<u>Legal Description</u>
119061	(Vacant Lot)	Phillips Real Estate, LLC	N 10' Lot 37, All Lot 39, Topeka Ave., J.P. Hilton's Add.

Block 5

<u>Control No.</u>	<u>Address</u>	<u>Owner Name</u>	<u>Legal Description</u>
119077	602 N. Emporia	K&V Investments, LLC	Lots 13-15-17-19 Emporia Ave., J.P. Hilton's Add.
119112	(Vacant Lot)	USD #259	Lots 12-14, & S 10' Lot 16 4th. Now St. Francis Ave., J.P. Hilton's Add.
119113	609 N. St. Francis	Steven R. Jahn	N 20' Lot 16, All Lot 18 4th. Now St. Francis Ave., J.P. Hilton's Add.
119114	(Vacant Lot)	Board of Education	Lot 20 & S 14' Lot 22 4th. Now St. Francis Ave., J.P. Hilton's Add.
119115	(Vacant Lot)	Board of Education	N 16' Lot 22, All Lot 24 4th. Now St. Francis Ave., J.P. Hilton's Add.
119116	625 N. St. Francis	Reina Prado, et al.	Lots 26-28 4th. Now St. Francis Ave., J.P. Hilton's Add.

119117	(Vacant Lot)	USD #259	Lots 30-32 4th. Now St. Francis Ave., J.P. Hilton's Add.
119118	(Vacant Lot)	Board of Education	Lots 34-36-38 4th. Now St. Francis Ave., J.P. Hilton's Add.

Block 6

<u>Control No.</u>	<u>Address</u>	<u>Owner Name</u>	<u>Legal Description</u>
119135	610 N. St. Francis	Steven R. Jahn	N 1/2 Lot 17, All Lot 19 4th. Now St. Francis Ave., J.P. Hilton's Add.
119136	616 N. St. Francis	Steven R. Jahn	Lot 21 4th. Now St. Francis Ave., J.P. Hilton's Add.
119137	622 N. St. Francis	Steven R. Jahn	Lots 23-25-27 & S 10' Lot 29 4th. Now St. Francis Ave., J.P. Hilton's Add.
119138	(Vacant Lot)	Loehr Fam Liv Trust	N 20' Lot 29, All Lot 31 4th. Now St. Francis Ave., J.P. Hilton's Add.
119139	630 N. St. Francis	Loehr Fam Liv Trust	Lots 33-35 4th. Now St. Francis Ave., J.P. Hilton's Add.
119140	636 N. St. Francis	Loehr Fam Liv Trust	Lot 39 4th. Now St. Francis Ave., J.P. Hilton's Add.
119141	(Vacant Lot)	Loehr Fam Liv Trust	Lot 37 4th. Now St. Francis Ave., J.P. Hilton's Add.

Block 7

<u>Control No.</u>	<u>Address</u>	<u>Owner Name</u>	<u>Legal Description</u>
119048	510 N. Topeka	Kelly Building Inc.	Lot 3, Topeka Ave., J.P. Hilton's Add.
119049	522 N. Topeka	L & R Smith Rev Liv Trust	Lot 5, Topeka Ave., J.P. Hilton's Add.
119176	426 E. Central	Joel Associates, LLC	Lots 20-22-24, Central Ave., J.P. Hilton's Add.
119088	(Vacant Lot)	Martha J. Henry	Lot 2 & S 11' Lot 4, Emporia Ave., J.P. Hilton's Add.
119089	523 N. Emporia	Martha J. Henry Liv Trust	S 31' N 39' Lot 4, Emporia Ave., J.P. Hilton's Add.

119090	(Vacant Lot)	Martha J. Henry Liv Trust	N 8' Lot 4, & S 1/2 Lot 6, Emporia Ave., J.P. Hilton's Add.
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Block 8

<u>Control No.</u>	<u>Address</u>	<u>Owner Name</u>	<u>Legal Description</u>
119072	516 N. Emporia	Steven R. Jahn	Lot 3 Emporia Ave., J.P. Hilton's Add.
119076	(Vacant Lot)	Steven R. Jahn	Lot 11 Emporia Ave., J.P. Hilton's Add.
119107	515 N. St. Francis	Steven R. Jahn	Lot 2, St. Francis Ave., J.P. Hilton's Add.
119108	(Vacant Lot)	Steven R. Jahn	Lot 4, St. Francis Ave., J.P. Hilton's Add.
119109	(Vacant Lot)	Steve Jahn	S 45 FT Lot 6, 4th. Now St. Francis Ave., J.P. Hilton's Add.
119110	527 N. St. Francis	Steve Jahn	N 5' Lot 6, & All Lot 8 4th. Now St. Francis Ave., J.P. Hilton's Add.
119111	537 N. St. Francis	Beth Jahn, et al.	Lot 10 4th. Now St. Francis Ave., J.P. Hilton's Add.
119182	512 E. Central	Steve R. Jahn	Lot 34, & W 20' Lot 36, Central Ave., J.P. Hilton's Add.
119186	530 E. Central	Mai T. Cao	E 2' Lot 44, All Lots 46-48, Central Ave., J.P. Hilton's Add.

Developer Negotiating Purchase

Block 4

<u>Control No.</u>	<u>Address</u>	<u>Owner Name</u>	<u>Legal Description</u>
119053	410 E. Elm	Sheldon & Janice Kamen/Trust	Odd Lots 13 thru 23, Topeka Ave., J.P. Hilton's Add.
119056	622 N. Topeka	Gregory E. Nuessen	Lot 25 and S 10' Lot 27, Topeka Ave., J.P. Hilton's Add.
119057	626 N. Topeka	Alexis Investment Prop., LLC	N 20' Lot 27 & S 20' Lot 29, Topeka Ave., J.P. Hilton's Add.
119058	630 N. Topeka	Alexis Investment Prop., LLC	N 10' Lot 29, All Lot 31, Topeka Ave., J.P. Hilton's Add.

119059	632 N. Topeka	Gerarda I. Chang	Lot 33 & s 10 FT Lot 35 Topeka Ave., J.P. Hilton's Add.
119060	(Vacant Lot)	Dhon Hauserman	N. 20 FT Lot 35 and S 20 FT Lot 37 Topeka Ave., J.P. Hilton's Add.
119093	601 N. Emporia	Sheldon & Janice Kamen/Trust	Even Lots 12 thru 38, Emporia Ave., J.P. Hilton's Add.

Block 6

<u>Control No.</u>	<u>Address</u>	<u>Owner Name</u>	<u>Legal Description</u>
119133	600 N. Saint Francis	Mid-States Laboratories Inc.	Lots 13-15 4th Now St. Francis Ave. J.P. Hilton's Add
119134	(Vacant Lot)	Mid-States Laboratories Inc.	S. 1/2 Lot 17 4th Now St Francis Ave. J.P. Hilton's Add.

Block 7

<u>Control No.</u>	<u>Address</u>	<u>Owner Name</u>	<u>Legal Description</u>
119050	526 N. Topeka	Maximino & Maria Mendez	Lot 7 Topeka Ave. J.P. Hilton's Add.
119051	(Vacant Lot)	Maximino & Maria Mendez	Lot 9 Topeka Ave. J.P. Hilton's Add.
119052	(Vacant Lot)	Maximino & Maria Mendez	Lot 11 Topeka Ave. J.P. Hilton's Add.
119169	(Vacant Lot)	Rodney L & Vivian L Bloom	E 9 FT Lot 8, All Lot 10 And W 13 FT Lot 12 Central Ave. J.P. Hilton's Add.
119170	406 E. Central	Rodney L & Vivian L Bloom	E 4 FT 6 IN Lot 4, All Lot 6 & W 16 FT Lot 8 Central Ave., J.P. Hilton's Add.
119171	404 E. Central	404 Corporation	Lot 2 & W 20'6" Lot 4, Central Ave., J.P. Hilton's Add.
119174	(Vacant Lot)	404 Corporation	E 12' Lot 12, All Lot 14, & W 10' Lot 16, Central Ave., J.P. Hilton's Add.
119175	424 E. Central	El Patio Inc.	E 15 FT Lot 16, All Lot 18 Central Ave. J.P. Hilton's Add.
119091	(Vacant Lot)	Gregory E. Nuessen	N 1/2 Lot 6, & S 16-2/3' Lot 8, Emporia Ave., J.P. Hilton's Add.
119092	531 N. Emporia	Gregory E. Nuessen	N 33-1/3' Lot 8, & All Lot 10, Emporia Ave., J.P. Hilton's Add.

Block 8

<u>Control No.</u>	<u>Address</u>	<u>Owner Name</u>	<u>Legal Description</u>
119177	(Vacant Lot)	Hai Ba & Mai T. Ngoc Vu Van	N 45 FT Lots 26-28 Central Ave. J.P. Hilton's Add.
119178	(Vacant Lot)	Hai Ba & Mai T. Ngoc Vu Van	N 36 FT of S 100 FT Lots 26-28 Central Ave., J.P. Hilton's Add
119179	(Vacant Lot)	Hai Ba & Mai T. Ngoc Vu Van	N 14 FT S 64 FT Lots 26-28 Central Ave., J.P. Hilton's Add.
119180	500 E. Central	Hai Ba & Mai T. Ngoc Vu Van	S 50 FT Lots 26-28 Central Ave. J.P. Hilton's Add
119181	(Vacant Lot)	Steven Jahn	Lots 30-32 Central Ave. J.P. Hilton's Add.
119183	514 E. Central	William R & Veda K Myers	E 5 FT Lot 36, All Lot 38 Central Ave. J.P. Hilton's Add.
119184	520 E. Central	Stocking Investments	Lots 40-42 Central Ave. J.P. Hilton's Add.
119185	(Vacant Lot)	Stocking Investments	Lot 44 Exc. E 2 FT Central Ave. J.P. Hilton's Add.

North Topeka

<u>Control No.</u>	<u>Address</u>	<u>Owner Name</u>	<u>Legal Description</u>
119038	625 N. Topeka	Alexis Investment Prop., LLC	N 10' Lot 26, All Lot 28 & S 10' Lot 30, Topeka Ave., J.P. Hilton's Add.
119041	(Vacant Lot)	Alexis Investment Prop., LLC	N 1/2 Lot 36, All Lot 38, Topeka Ave., J. P. Hilton's Add.

EXHIBIT B

CORE / Renaissance Square Development Concept

The CORE / Renaissance Square Project consists of a redevelopment effort of the area bound by Central on the south, Santa Fe on the east, Murdock on the north and the alley west of Topeka on the west. The city blocks within the redevelopment project have been labeled one through nine (see attached Development Concept layout). The initial and primary focus for redevelopment will center on part of Block 3 through 8, inclusive. A brief summary of the planned development for each block is as follows:

1. **Block 3 (Partial)** – Thirty-six (36) unit residential project for those with disabilities. Located at the northeast corner of St. Francis and Pine, the project will consist of thirty-six one-bedroom units and 14 “off street” parking spaces. Architectural motif will be of the Craftsman style. Amenities include guest parking, common landscaped areas, community room with full kitchen facilities, exercise room and library/crafts area. Construction is anticipated to begin in mid 2010 and be completed in mid 2011 at an estimated development cost of approximately \$5.8 million.
2. **Block 4** – 1.8 acre park with gazebo and walking paths and two seven (7) story mixed use mid-rise buildings containing approximately 84,000 square feet each. Block 4 is bound by Topeka, Pine, Emporia and Elm. Each of the mixed use buildings will consist of 12,000 square feet of retail space on the first level, 24,000 square feet of office space on levels two and three and 32 “for sale” condominium units on levels four through seven. Average unit size for the condominiums will be approximately 1,200 square feet. Architectural motif will be of the Art Deco style. Building amenities will include underground tenant/resident parking, surface parking for visitors and guests, fitness center, pool, meeting/gathering rooms with gourmet kitchen facilities and concierge services. Construction is anticipated to begin in the fourth quarter of 2010 and be completed in the second quarter of 2012 at an estimated construction cost of approximately \$33.5 million.
3. **Block 5** – Located immediately east of the mid-rise retail/office/condominium towers, Block 5 will consist of 29 multilevel brownstone-type row houses with rear load garages and finished basements. Finished living area in each unit will approximate 1,800 square feet. Construction is anticipated to begin in the third quarter of 2011 and be complete in the fourth quarter of 2012 at an estimated construction cost of approximately \$5.6 million.
4. **Block 6** – Located immediately east of Block 5, Block 6 will consist of a 32-unit Affordable Housing Tax Credit multi-family project. The multi-family project will consist of four residential buildings with eight units per building. Each residential building will be different in appearance and resemble various architectural motifs from the period. Unit mix will be 16 two-bedrooms and 16 three-bedrooms. The Historic Judge Wall House will be completely renovated and serve as project clubhouse and community center. A pool and playground will serve as amenities. Construction is anticipated to begin in the fourth quarter of 2009 and be completed in the fourth quarter of 2010 at an estimated construction cost of approximately \$5.5 million.

5. **Block 7** – Bound by Central, Topeka, Elm and Emporia, Block 7 will consist of three separate developments. First, a two-story retail/office building containing 70,000 square feet is slated for the NEC Central and Topeka. Construction is anticipated to begin in the second quarter of 2010 and be completed in the second quarter of 2011 at an estimated construction cost of approximately \$10.5 million. Second, immediately next door to the east, a two-story social services/office building containing 40,000 square feet is planned. Construction is anticipated to begin in the fourth quarter of 2009 and be completed in the fourth quarter of 2010 at an estimated construction cost of \$6.0 million. A parking deck will be built to the immediate north of the social services/office building. Construction is anticipated to begin in the second quarter of 2010 and be completed in the second quarter of 2011 at an anticipated construction cost of \$1.2 million. Third, at the SWC Emporia and Elm, two existing apartment buildings containing 16 units will be restored and renovated. Rehabilitation is anticipated to begin in the third quarter of 2011 and be completed in the third quarter of 2012 at an estimated construction cost of \$3.0 million. Architectural motif for all buildings in Block 7 will be “Turn of the Century Urban Wichita”.
6. **Block 8** – Located immediately east of Block 7, Block 8 will consist of two two-story retail/office buildings fronting on Central Ave. and containing 37,800 square feet each. Construction is anticipated to begin on the west building in the second quarter of 2009 and be completed in the fourth quarter of 2009 at an anticipated construction cost of \$5.0 million. Construction is anticipated to begin on the east building in the second quarter of 2011 and be completed in the second quarter of 2012 at an estimated construction cost of \$5.7 million. On the north end of Block 8, two retail/apartment buildings are planned which will each contain 5,435 square feet of retail space on the first level and eight (8) apartment units on the second and third levels. Construction on the west building is anticipated to begin in the second quarter of 2012 and be completed in the second quarter of 2013 at an estimated construction cost of \$2.5 million. Construction on the east building is anticipated to begin in the fourth quarter of 2013 and be completed in the fourth quarter of 2014 at an estimated construction cost of \$2.7 million. A parking deck is planned directly north of the east retail/office building. Construction is anticipated to begin in the second quarter of 2011 and be completed in the second quarter of 2012 at an estimated construction cost of \$1.8 million. Architectural motif for all buildings in Block 8 will be “Turn of the Century Urban Wichita”.

Note: The values indicated are based on the construction costs included in the description and preliminary financial analysis of the CORE / Renaissance Square Development. They do not include land, infrastructure (which will be included under public improvements), street improvements, fees and other soft costs.

The phases of the project are defined as follows:

“**Phase 1**” means the redevelopment of part of Block 3 into a 36-unit residential facility for seniors or persons with disabilities, as more particularly described in this Exhibit B.

“Phase 2” means the redevelopment of part of Block 4 into a 7-story mixed-use building containing approximately 84,000 square feet of retail, office, and residential space, as more particularly described in this Exhibit B.

“Phase 3” means the redevelopment of part of Block 4 into a second 7-story mixed-use building containing approximately 84,000 square feet of retail, office, and residential space, as more particularly described in this Exhibit B.

“Phase 4” means the redevelopment of part of Block 5 into 29 multi-level brownstone-type row houses, as more particularly described in this Exhibit B.

“Phase 5” means the redevelopment of part of Block 6 into an 8-unit multi-family residential Affordable Housing Tax Credit project, as more particularly described in this Exhibit B.

“Phase 6” means the redevelopment of part of Block 6 into a second 8-unit multi-family residential Affordable Housing Tax Credit project, as more particularly described in this Exhibit B.

“Phase 7” means the redevelopment of part of Block 6 into a third 8-unit multi-family residential Affordable Housing Tax Credit project, as more particularly described in this Exhibit B.

“Phase 8” means the redevelopment of part of Block 6 into a fourth 8-unit multi-family residential Affordable Housing Tax Credit project, as more particularly described in this Exhibit B.

“Phase 9” means the renovation of the Judge Wall House in Block 6, as more particularly described in this Exhibit B.

“Phase 10” means the redevelopment of part of Block 7 into a 2-story building containing approximately 70,000 square feet, with a grocery store on the first level, and office space on the second level, as more particularly described in this Exhibit B.

“Phase 11” means the redevelopment of part of Block 7 into a 2-story building containing approximately 40,000 square feet, with a social services agency on the first level, and office space on the second level, as more particularly described in this Exhibit B.

“Phase 12” means the rehabilitation and renovation of the first of two existing apartment buildings located in Block 7, as more particularly described in this Exhibit B.

“Phase 13” means the rehabilitation and renovation of the second of two existing apartment buildings located in Block 7, as more particularly described in this Exhibit B.

“Phase 14” means the redevelopment of part of Block 8 into a 2-story building containing approximately 37,800 square feet, with retail and office space, as more particularly described in this Exhibit B.

“Phase 15” means the redevelopment of part of Block 8 into a second 2-story building containing approximately 37,800 square feet, with retail and office space, as more particularly described in this Exhibit B.

“Phase 16” means the redevelopment of part of Block 8 into a 3-story building, with retail space on the first level, and apartment units on the second and third levels, as more particularly described in this Exhibit B.

“Phase 17” means the redevelopment of part of Block 8 into a second 3-story building, with retail space on the first level, and apartment units on the second and third levels, as more particularly described in this Exhibit B.

EXHIBIT C

Development Schedule

EXHIBIT D

CORE / Renaissance Square Development
Related Public Improvements
Development Budget and Source of Financing

<u>Budget Item</u>	<u>Not-to-exceed Cost</u>
Property Acquisition	\$6,500,000
Demolition	\$300,000
Park/Gazebo/Fountains	\$900,000
Public Improvements:	
Streets and Utilities*	
Intersection Improvements*	
Public Art*	
Street Lighting/Streetscaping*	
Total Related Public Improvements	
Financed by Tax Increment Financing	<u>\$7,700,000</u>

- * Any additional street and/or utility costs, intersection improvements, public art and street lighting/streetscaping will be financed by Special Assessment Financing. Such special assessments will be imposed on Private Improvement Land only.

EXHIBIT E

CORE / Renaissance Square Project Budget

Estimated Source of Funds:

Special Assessment Financing	3,249,000
Sale of Section 42 and Historic Tax Credits	14,300,000
Sale of 29 brownstone units	6,960,000
Sale of 64 mid-rise condominiums	20,000,000
Sale of New Market Tax Credits	16,500,000
Conventional First Mortgage Financing	41,291,000
TIF Funding	7,700,000
Total Estimated Revenue	<u>110,000,000</u>

Estimated Use of Funds:

Land	6,500,000
TIF Improvements	1,200,000
Special Assessment Improvements	3,249,000
Construction costs Block 3	5,800,000
Construction costs Block 4	33,500,000
Construction costs Block 5	5,600,000
Construction costs Block 6	5,500,000
Construction costs Block 7	20,700,000
Construction costs Block 8	17,700,000
Development costs	1,200,000
Construction Period Interest	3,600,000
Marketing	500,000
Architecture	1,776,000
Legal	100,000
Accounting	75,000
Miscellaneous/Contingency/Reserves	3,000,000
Total Estimated Costs	<u>110,000,000</u>

EXHIBIT F

Project Site Plan

EXHIBIT G

Projected Debt Service Schedule

EXHIBIT H

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal

Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Standard City of Wichita Equal Employment Opportunity Requirements

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: Approval of Development Agreement for Renaissance Square Project
(C.O.R.E. Redevelopment District) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Unfinished Business

Recommendation: Approve the Development Agreement.

Background: On December 2, 2008, the City Council held a public hearing to consider the adoption of a tax increment financing (“TIF”) project plan for the implementation Renaissance Square Redevelopment Project in the C.O.R.E. Redevelopment District, with ICDC, LLC (the “Developer”). After receiving public comment, the City Council closed the public hearing and approved first reading the ordinance adopting the project plan, by a super majority vote as required by law. By the same action, the City Council deferred approval of the Development Agreement relating to the Renaissance Square Project until December 9, 2008, to allow Council members adequate time to review the proposed development agreement.

Analysis: The attached Development Agreement between the City and ICDC, LLC sets forth the duties, rights, responsibilities and obligations of the two parties in the implementation of the redevelopment project. The agreement sets forth the block-by-block Development Concept, Development Schedule and Site Plan, which must be adhered to by the Developer unless altered with approval of the City Representative (City Manager). Substantial changes, as defined by TIF statutes, require approval of the City Council. The Developer is required to construct the private improvements identified in the Development Concept, in phases set forth in the agreement, over a seven-year period.

The City is required to acquire and clear certain parcels of real property in the project area, identified as Private Improvement Land, subject to purchase contracts obtained by the Developer and assigned to the City. The City’s obligation to acquire the Private Improvement Land is limited to the TIF funds budgeted for that purpose in the adopted TIF Project Plan (\$6.5 million) and to the property that can be contracted for by the Developer. The City will hold title to the property until the Developer is fully prepared to commence redevelopment of the property, at which time title will be transferred to the Developer. Any leases on property acquired by the City will be managed by the Developer, for a management fee that is subordinated to payment of any landlord expenses from lease revenue.

The City is also required to construct Related Public Improvements, which include a small public park area and improvements to interior streets, using TIF and special assessments. The Developer is responsible for maintenance of the park area.

The Development Agreement includes a Tax Increment Shortfall Guaranty provision, which requires the Developer to cover any shortfall in the event that incremental property tax revenue generated in the C.O.R.E. Redevelopment District is not sufficient to cover debt service on TIF bonds issued to finance the City’s contribution to the project. The guaranty is terminated when the aggregate valuation of redeveloped property reaches the amount projected in the TIF calculations of \$63,675,660.

Financial Considerations: The City's obligations under the Development Agreement will be funded with the proceeds of full faith and credit tax increment financing bonds issued in the amount of \$7.7 million plus the interest on temporary notes and costs of issuance, and the proceeds of general obligation special assessment bonds in the estimated amount of \$3.3 million plus the interest on temporary notes. The City's ultimate obligation to ensure payment of these bonds is mitigated by the Developer's Tax Increment Shortfall Guaranty and the tax lien of special assessments.

Goal Impact: Economic Vitality and Affordable Living, Quality of Life, Core Area and Neighborhood. Redevelopment of blighted areas, and declining areas, are needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to a new city that takes care of its older sections.

Legal Considerations: The attached Development Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the City Council approve the Development Agreement with ICDC, LLC and authorize the necessary signatures.

Attachments: Development Agreement Regarding Development of the Renaissance Square Project.

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Bombardier Learjet)
(Districts IV and V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: On November 6, 2007, City Council approved a Letter of Intent for Industrial Revenue Bonds in an amount not-to-exceed \$79,188,000 million for Bombardier Learjet (“Learjet”) to finance expansion and modernization of its aircraft manufacturing plant located at Mid-Continent Airport in west Wichita. City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property.

On December 11, 2007, City Council approved issuance of \$3,800,000 to finance capital 2007 capital improvements and on June 17, 2008, City Council approved issuance of \$1,400,000 for capital improvements made in the first half of 2008. Bombardier Learjet is requesting issuance of IRBs in the amount not-to-exceed \$2,200,000 to finance its capital investments for the second half of 2008.

Analysis: Learjet Inc. is a wholly owned subsidiary of Bombardier Inc., a Canadian corporation headquartered in Montreal, Quebec, Canada (“Bombardier”). Bombardier is engaged in the design, development, manufacturing and marketing of transportation equipment, aerospace and defense products. Learjet is a member of the Bombardier Aerospace Group. Learjet is engaged in the manufacture and sales of business jet aircraft including the Learjet 40, the Learjet 60, the Learjet 45, and the newest model, the Learjet 85. Learjet’s principal manufacturing facilities, corporate and marketing offices, and the Bombardier Flight Test Center are located at One Learjet Way on Mid-Continent Airport. Proceeds from the bonds will be used to finance 2008 capital investments made by Learjet to expand and equip new and existing facilities.

The law firm of Kutak Rock, LLP serves as bond counsel in the transaction. Learjet Inc. will purchase the bonds; bonds will not be offered to the public. Bombardier Learjet has complied with the Standard Conditions contained in the City’s IRB Policy.

Financial Considerations: Bombardier Learjet agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. The City Council has approved a 100% tax abatement of ad valorem property taxes on the expansion project. Bond-financed purchases are also exempt from state and local sales tax.

Based on the 2007 mill levy, the estimated tax value of exempted property for the first full year is approximately \$64,928. The value of a 100% real property tax exemption as applicable to taxing jurisdictions is:

City	\$	17,588	State	\$	825
County	\$	17,233	USD 259	\$	29,281

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research reflects costs/benefit ratios as follows:

City	19.62 to one
County	33.05 to one
USD 259	1.00 to one
State	48.09 to one

Goal Impact: Economic Vitality and Affordable Living. Providing tax abatements to manufacturing businesses helps stabilize the economic base of the community and ensures a steady supply of high-paying jobs.

Legal Considerations: The City's bond counsel has prepared Bond documents needed for the issuance of bonds. The City Attorney's Office has reviewed and approved the form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$2,200,000, and authorize necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,200,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AS WELL AS TO FINANCE THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A FOURTEENTH SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., ST. LOUIS, MISSOURI (THE "TRUSTEE"), AS TRUSTEE WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A FOURTEENTH SUPPLEMENTAL LEASE BY AND BETWEEN LEARJET INC. AND THE CITY; APPROVING THE FORM OF A GUARANTY AGREEMENT; AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND LEARJET INC., AS PURCHASER OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, purchase, construct, install and equip certain improvements and additions (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any persons, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities and to refund such revenue bonds previously issued; and

WHEREAS, pursuant to the Act, the Issuer's Governing Body has heretofore indicated the Issuer's intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed \$79,188,000, pursuant to a Letter of Intent dated November 16, 2007 (the "Letter of Intent") all for the purpose of paying the cost of constructing, installing and equipping an expansion and improvements to existing aviation manufacturing and flight testing facilities (the "Project"); and

WHEREAS, pursuant to various ordinances of the Issuer, the Issuer has heretofore authorized the issuance of thirteen series of such taxable industrial revenue bonds, in the original aggregate principal amount of \$91,021,731.42 (the "Outstanding Bonds"), for the purpose of constructing, equipping and installing portions of the Project; and

WHEREAS, in connection with the issuance of the Outstanding Bonds, the Issuer has heretofore authorized (i) the execution and delivery of a Trust Indenture dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized Fourteenth Supplemental Indenture (the "Indenture") with The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (as successor to INTRUST Bank, N.A., Wichita, Kansas), as trustee (the "Trustee"), for the purpose of issuing and securing the Outstanding Bonds and any Additional Bonds (as defined therein), and (ii) the execution and delivery of a Lease Agreement dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized Fourteenth Supplemental Lease (the "Lease"), by and between the Issuer, as lessor, and Learjet Inc., a Delaware corporation duly qualified to do business in the State of Kansas (the "Tenant"), as lessee, under which the proceeds of the Outstanding Bonds were used to pay a portion of the costs of the Project; and

WHEREAS, the Issuer has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue a fourteenth series of its taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XII, 2008 (Learjet Inc.)" in the original aggregate principal amount not to exceed \$2,200,000 (the "Series XII, 2008 Bonds") for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities, as well as to acquire certain machinery and equipment for the Project (the "Series XII, 2008 Additions"); and

WHEREAS, the Series XII, 2008 Bonds are more fully described in the Fourteenth Supplemental Indenture and the Fourteenth Supplemental Lease hereinafter authorized; and

WHEREAS, the Series XII, 2008 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any Series XII, 2008 Bond or the interest thereon be a charge against the

general credit or taxing powers of the Issuer; and

WHEREAS, the Series XII, 2008 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease, as the same may be further amended and supplemented and, under certain circumstances, from the proceeds of the Series XII, 2008 Bonds and insurance and condemnation awards; and

WHEREAS, the Series XII, 2008 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds (collectively referred to hereinafter as the "Bonds") subject to any partial redemption or release of pledged property permitted by the Lease or Indenture; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series XII, 2008 Bonds (i) to execute and deliver a Fourteenth Supplemental Trust Indenture dated as of December 1, 2008 (the "Fourteenth Supplemental Indenture"), for the purpose of issuing and securing the Series XII, 2008 Bonds as provided therein; and (ii) to enter into a Fourteenth Supplemental Lease dated as of December 1, 2008 (the "Fourteenth Supplemental Lease"), pursuant to which the Issuer shall cause the Series XII, 2008 Additions to be leased to the Tenant in consideration of payments of Series XII, 2008 Supplemental Basic Rent, Series XII, 2008 Supplemental Additional Rent and other charges provided for therein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and Lease.

Section 2. Authority to Cause the Series XII, 2008 Additions to be Constructed, Installed and Equipped. The governing body of the Issuer hereby declares that the Series XII, 2008 Additions, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Series XII, 2008 Additions to be constructed, installed and equipped all in the manner and as more particularly described in the Fourteenth Supplemental Indenture and in the Fourteenth Supplemental Lease hereinafter authorized.

Section 3. Authorization of and Security for the Series XII, 2008 Bonds. There is hereby authorized and directed to be issued a series of the Issuer's taxable industrial revenue bonds in an original aggregate principal amount not to exceed \$2,200,000 for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing and additions, as well as acquiring certain machinery and equipment to the existing facilities located in the City of Wichita, Kansas, such series of such taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XII, 2008 (Learjet Inc.)." The Series XII, 2008 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series XII, 2008 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture. The Series XII, 2008 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The Series XII, 2008 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series XII, 2008 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

Section 4. Authorization of Fourteenth Supplemental Indenture. The Issuer is hereby authorized to enter into the Fourteenth Supplemental Indenture dated as of December 1, 2008, by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee (the "Trustee"), under which the Issuer shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, the Trust Estate referenced herein, all upon the terms and conditions set forth in the Indenture.

Section 5. Lease of the Series XII, 2008 Additions. The Issuer shall cause the Series XII, 2008 Additions to be leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the Fourteenth Supplemental Lease dated as of December 1, 2008, by and between the Issuer and the Tenant.

Section 6. Authorization of Bond Purchase Agreement. The Series XII, 2008 Bonds shall be sold and delivered to Learjet Inc., upon the terms and subject to the provisions of the Bond Purchase Agreement herein

authorized dated as of December 1, 2008 (the “Bond Purchase Agreement”), by and between the Issuer and Learjet Inc., as purchaser.

Section 7. Approval of Guaranty Agreement. The form of Guaranty Agreement, dated as of December 1, 2008, pursuant to which the Tenant guarantees to the Trustee, for the benefit of the Owners of the Series XII, 2008 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the Series XII, 2008 Bonds, is hereby approved.

Section 8. Execution of Series XII, 2008 Bonds and Agreements. The Mayor of the Issuer is hereby authorized and directed to execute the Series XII, 2008 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Fourteenth Supplemental Indenture, the Fourteenth Supplemental Lease and the Bond Purchase Agreement for and on behalf of and as the act and deed of the Issuer with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve (which approval shall be evidenced by his or her execution thereof) and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Series XII, 2008 Bonds, the Fourteenth Supplemental Indenture, the Fourteenth Supplemental Lease and the Bond Purchase Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. Pledge of the Project. The Issuer hereby pledges the Series XII, 2008 Additions and the net revenues therefrom to the payment of the Outstanding Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series XII, 2008 Bonds shall be deemed to have been paid within the meaning of the Indenture, as the same may be amended.

Section 10. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Series XII, 2008 Bonds, the Fourteenth Supplemental Indenture, the Fourteenth Supplemental Lease and the Bond Purchase Agreement all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 11. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Wichita, Kansas and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on December 16th, 2008.

CITY OF WICHITA, KANSAS,
as Issuer

By: _____
Carl Brewer
Mayor

ATTEST:

By: _____
Karen Sublett
City Clerk

Approved as to form:

By: _____
Gary E. Rebenstorf
City Attorney

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (C&C Development, LLC) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place ordinance on first reading.

Background: On November 4, 2008, City Council approved a Letter of Intent for Industrial Revenue Bonds in the amount of \$8,550,000 to finance the recently completed expansions for Atlas Aerospace dba Product Manufacturing Corporation (“Atlas/PMC”). Council also approved a 100% five-year tax exemption on the IRB-financed property plus a second five-year exemption subject to City Council approval. C&C Development, LLC (“C&C”), as the tenant, is requesting issuance of IRBs at this time.

Analysis: Product Manufacturing Company (“PMC”) was purchased in 2007 by Atlas Aerospace, LLC. The sellers, C&C Development, LLC retained ownership of the real estate and entered in to a lease agreement for the facilities with Atlas/PMC. In 2006, PMC filed a letter of intent with the City to use the Economic Development Exemption (“EDX”) program for their planned expansions. When Atlas purchased PMC and entered into a lease with C&C, this disqualified the company for use of EDX as the property owner does not maintain 51% ownership in the company. In consultation with City staff, the EDX application was converted to a request for an IRB letter of intent.

The IRB letter of intent was issued to Atlas/PMC as the applicant, however, C&C will serve as the tenant with Atlas/PMC as the subtenant. This requires the City to transfer the letter of intent from Atlas/PMC to C&C.

Bond proceeds will be used to finance the recent expansions in 2007 and 2008. The company completed an 83,000 sf expansion and an 80,000 sf expansion in 2007; a 50,000 sf expansion was recently completed this year. The 2008 expansion will add 65 new jobs over the next 5 years at an average wage of \$42,664.

The City’s bond counsel, Kutak Rock LLP, will serve as bond counsel in the transaction. Atlas/PMC agrees to comply with the City’s Standard Letter of Intent Conditions. The IRBs will be purchased by C&C; bonds will not be offered to the public.

Financial Considerations: C&C agrees to pay all costs of issuing the bonds and agrees to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds. Under the City’s Economic Development Incentive policy, the Company qualifies for a 100% five-plus-five year tax exemption on bond-financed property.

Based on the 2007 mill levy, the estimated tax value of exempted property for the first full year is approximately \$239,051. The value of a 100% real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 64,757	State	\$ 3,038
County	\$ 63,449	USD 259	\$ 107,807

The project will not qualify for a sales tax exemption on bond-financed purchases as construction is already complete.

The cost/benefit analysis report completed using the fiscal and economic impact model of Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City of Wichita	1.38 to one
Sedgwick County	1.18 to one
USD 259	1.11 to one
State of Kansas	4.48 to one

Goal Impact: Economic Vitality and Affordable Living. Providing tax abatements to manufacturing businesses helps stabilize the economic base of the community and ensures a steady supply of high-paying jobs.

Legal Considerations: The City's bond counsel has prepared Bond documents needed for the issuance of bonds. The City Attorney's Office has reviewed and approved the form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of IRBs in an amount not-to-exceed \$8,550,000, authorize the transfer of the letter of intent from Atlas/PMC to C&C Development, LLC, and authorize the necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 48-____

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES XIV, 2008 (C & C DEVELOPMENT, LLC) (TAXABLE UNDER FEDERAL LAW), IN THE AGGREGATE PRINCIPAL AMOUNT OF \$8,550,000 FOR THE PURPOSE OF CONSTRUCTING AND ACQUIRING THREE COMMERCIAL FACILITIES; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the “Issuer”), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

WHEREAS, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Industrial revenue bonds, Series XIV, 2008, in the aggregate principal amount of \$8,550,000 (the “2008 Bonds”), for the purpose of paying the costs of constructing and acquiring three commercial facilities (the “Project”) as more fully described in the Indenture and in the Lease hereinafter authorized for lease by the Issuer to C & C Development, LLC, a Kansas limited liability company (the “Tenant”); and

WHEREAS, the 2008 Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the 2008 Bonds to execute and deliver (i) a Trust Indenture dated as of December 1, 2008 (the “Indenture”), with Emprise Bank, Wichita, Kansas, as trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the 2008 Bonds; (ii) a Lease dated as of December 1, 2008 (the “Lease”), with the Tenant in consideration of payments of Basic Rent and other payments provided for therein; (iii) a Bond Placement Agreement dated as of December 1, 2008, with the Tenant, as purchaser of the Bonds; and (iv) an Administrative Service Fee Agreement dated as of December 1, 2008, with the Tenant (collectively, the “Bond Documents”); and

WHEREAS, the Tenant will sublease the Project to Atlas Aerospace, LLC, a Kansas limited liability company; and;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Authority to Cause the Project to be Constructed and Acquired. The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Project to be constructed and acquired all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the 2008 Bonds. The Issuer is hereby authorized and directed to issue the 2008 Bonds, to be designated “City of Wichita, Kansas, Industrial Revenue Bonds, Series XIV, 2008 (C & C Development, LLC) (Taxable Under Federal Law)” in the aggregate principal amount of \$8,550,000. The 2008 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The 2008 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The 2008 Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

Section 3. Lease of the Project. The Issuer shall cause the Project to be leased to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

Section 4. Execution of 2008 Bonds and Bond Documents. The Mayor of the Issuer is hereby authorized and directed to execute the 2008 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2008 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's official seal.

Section 5. Pledge of the Project and Net Revenues. The Issuer hereby pledges the Project and the net revenues generated under the Lease to the payment of the 2008 Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the 2008 Bonds shall be deemed to have been paid within the meaning of the Indenture.

Section 6. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the 2008 Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

Section 7. Effective Date. This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on December 16, 2008.

CITY OF WICHITA, KANSAS

(Seal)

By _____
Carl Brewer, Mayor

Attest:

By _____
Karen Sublett, City Clerk

Approved as to form:

By _____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Cessna Aircraft Company) (District III & IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place ordinance on first reading.

Background: Since 1991, the City Council has approved issuance of Industrial Revenue Bonds totaling \$1.2 billion to finance expansion and modernization of Cessna Aircraft Company (“Cessna”) facilities in Wichita. City Council also authorized 100% ad valorem tax exemptions for all bond-financed property for periods of up to ten years.

On November 14, 2006, City Council approved a new five-year Letter of Intent for IRBs in the amount not-to-exceed \$800,000,000. City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property. Cessna is requesting the issuance of IRBs in the amount of \$73,311,000 to finance capital investments made in 2008.

Analysis: Cessna was incorporated in 1927 in Wichita and is now the world’s largest manufacturer of general aviation aircraft. Cessna also manufactures aircraft parts and provides aircraft maintenance and support services. Cessna currently has four major production and support segments including the Citation family of business jets, the Caravan family of turboprop aircraft, a number of single engine aircraft and world-class service and maintenance operations. Cessna has recently announced the addition of a large body business jet, the Citation Columbus to be produced in Wichita.

Bond proceeds will be utilized to finance capital investment in the facilities located at the Cessna Wichita campus, including technology, manufacturing equipment, and production space to accommodate product development and manufacture of aircraft currently produced in Wichita. The firm of Kutak Rock LLP, serves as bond counsel in the transaction. The IRBs will be purchased by Cessna; bonds will not be offered to the public. Cessna has complied with the Standard Letter of Intent Conditions.

In addition to authorizing the issuance of the Series 2008 Industrial Revenue Bonds, the attached bond ordinance also authorizes the release of property financed by Series XV, 1998 Bonds, which have matured.

Financial Considerations: Cessna agrees to pay all costs of issuing the bonds and agrees to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds. Under the City’s Economic Development Incentive policy, the Company qualifies for a 100% five-plus-five year tax exemption on bond-financed property based solely on the amount of capital investment.

The purchase price of \$1,000 and other considerations as listed under the purchase option provision of the Lease Agreement has been paid for conveyance of the 1998 IRB-financed property. This price includes without limitations, principal, interest, redemption premium, and all other expenses of redemption, and trustee fees, but after the deduction of any amounts described and provided for in the Lease Agreement and available for such redemption.

City Council has approved a 100% property tax abatement for five years, with a second five years subject to Council approval. Based on the 2007 mill levy, the estimated tax value of exempted property for the first full year is approximately \$2,163,591. The value of a 100% real property exemption applicable to taxing jurisdictions is:

City	\$	586,103	State	\$	27,492
County	\$	574,263	USD 259	\$	975,733

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City	1.52 to one
County	1.21 to one
USD 259	1.15 to one
State	4.78 to one

Goal Impact: Economic Vitality and Affordable Living. Providing tax abatements to manufacturing businesses helps stabilize the economic base of the community and ensures a steady supply of high-paying jobs.

Legal Considerations: The City's bond counsel has prepared Bond documents needed for the issuance of bonds. The City Attorney's Office has reviewed and approved the form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed \$73,311,000, release and convey the 1998 bond-financed property, and authorize the necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 48-135

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES XI, 2008 (CESSNA AIRCRAFT COMPANY), IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$73,311,000 FOR THE PURPOSE OF PURCHASING, ACQUIRING, RENOVATING, EQUIPPING, CONSTRUCTING AND/OR INSTALLING AN INDUSTRIAL AND COMMERCIAL FACILITY; AUTHORIZING EXECUTION OF AN EIGHTEENTH SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., ST. LOUIS, MISSOURI, AS TRUSTEE WITH RESPECT TO THE SERIES XI, 2008 BONDS; AUTHORIZING THE CITY TO LEASE SAID PROJECT TO CESSNA AIRCRAFT COMPANY; AUTHORIZING THE EXECUTION OF AN EIGHTEENTH SUPPLEMENTAL LEASE BY AND BETWEEN THE CITY AND CESSNA AIRCRAFT COMPANY; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND CESSNA AIRCRAFT COMPANY, AS PURCHASER OF THE BONDS; AND AUTHORIZING EXECUTION OF A BILL OF SALE, TERMINATION AND RELEASE OF EIGHTH SUPPLEMENTAL LEASE AND CANCELLATION, DISCHARGE AND RELEASE OF EIGHTH SUPPLEMENTAL TRUST INDENTURE.

WHEREAS, the City of Wichita, Kansas (the “City” or “Issuer”), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, renovate and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any persons, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities and to refund such revenue bonds previously issued; and

WHEREAS, the Issuer’s Governing Body has heretofore: (1) expressed its intent to issue Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed \$100,000,000, pursuant to a Letter of Intent dated February 5, 1991; (2) adopted an Ordinance on December 10, 1991 (the “1991 Ordinance”) authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed \$100,000,000; (3) expressed its intent to issue Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed an additional \$200,000,000, pursuant to a Letter of Intent dated December 15, 1992; (4) expressed its intent to issue Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed an additional \$200,000,000, pursuant to a Letter of Intent dated December 3, 1996; (5) expressed its intent to issue Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed an additional \$600,000,000, pursuant to a Letter of Intent dated June 8, 1999; and (6) expressed its intent to issue Taxable Industrial Revenue Bonds (the Cessna Aircraft Company), in the original aggregate principal amount not to exceed an additional \$800,000,000, pursuant to a Letter of Intent dated November 14, 2006; all for the purpose of paying the cost of constructing, installing and equipping certain manufacturing and commercial facilities (the “Project”); and

WHEREAS, the Issuer has heretofore authorized the issuance of seventeen series of Taxable Industrial Revenue Bonds for the purpose of constructing, equipping and installing current or former portions of the Project, such Bonds designated as follows: (1) Series XII, 1991 (The Cessna Aircraft Company), in the original aggregate principal amount of \$30,000,000 (the “Series 1991 Bonds”); (2) Series X, 1992 (The Cessna Aircraft Company), in the original aggregate principal amount of \$44,130,000 (the “Series 1992 Bonds”); (3) Series VII, 1993 (The Cessna Aircraft Company), in the original aggregate principal amount of \$48,100,000 (the “Series 1993 Bonds”); (4) Series XV, 1994 (The Cessna Aircraft Company), in the original aggregate principal amount of \$44,800,000 (the “Series 1994 Bonds”); (5) Series XIV, 1995 (The Cessna Aircraft Company), in the original aggregate principal amount of \$46,000,000 (the “Series 1995 Bonds”); (6) Series XIII, 1996 (The Cessna Aircraft Company), in the original aggregate principal amount of \$54,000,000 (the “Series 1996 Bonds”); (7) Series XVII, 1997 (The Cessna Aircraft Company), in the original aggregate principal amount of \$54,500,000 (the “Series 1997 Bonds”); (8) Series XV, 1998 (The Cessna Aircraft Company), in the original aggregate principal amount of \$80,000,000 (the “Series 1998 Bonds”); (9) Series XIV, 1999 (The Cessna Aircraft Company), in the original aggregate principal amount of \$64,860,000 (the “Series 1999 Bonds”); (10) Series X, 2000 (Cessna Aircraft Company), in the original aggregate principal amount of \$96,300,000 (the “Series 2000 Bonds”); (11) Series XIII, 2001 (Cessna Aircraft Company), in the original aggregate principal amount of \$102,500,000 (the “Series 2001 Bonds”); (12) Series VIII, 2002 (Cessna Aircraft Company), in the original aggregate principal amount of \$94,500,000 (the “Series 2002 Bonds”); (13)

Series XI, 2003 (Cessna Aircraft Company), in the original aggregate principal amount of \$55,300,000 (the "Series 2003 Bonds"); (14) Series VIII, 2004 (Cessna Aircraft Company), in the original aggregate principal amount of \$51,800,000 (the "Series 2004 Bonds"); (15) Series VII, 2005 (Cessna Aircraft Company), in the original aggregate principal amount of \$66,500,000 (the "Series 2005 Bonds"); (16) Series VIII, 2006 (Cessna Aircraft Company), in the original aggregate principal amount of \$99,000,000 (the "Series 2006 Bonds"); and (17) Series VII, 2007 (Cessna Aircraft Company), in the original aggregate principal amount of \$36,331,000 (the "Series 2007 Bonds");

WHEREAS, pursuant to the 1991 Ordinance, the Issuer authorized (i) the execution and delivery of a Trust Indenture dated December 20, 1991 (the "1991 Indenture"), by and between the Issuer and The Bank of New York Trust Company, N.A., St. Louis, Missouri as successor trustee to INTRUST Bank, N.A., Wichita, Kansas (the "Trustee"), which has since been supplemented and amended by Supplemental Indentures for the purpose of issuing and securing the above-referenced series of Bonds and (ii) the execution and delivery of a Lease Agreement dated December 20, 1991 (the "1991 Lease"), by and between the Issuer, as lessor, and the Cessna Aircraft Company (formerly The Cessna Aircraft Company), a Kansas corporation (the "Company"), as lessee, which has since been supplemented and amended by Supplemental Leases under which the proceeds of the above-described series of bonds were used to pay a portion of the costs of the Project; and

WHEREAS, the Series 1991 Bonds, Series 1992 Bonds, Series 1993 Bonds, Series 1994 Bonds, Series 1995 Bonds, Series 1996 Bonds and Series 1997 Bonds no longer remain outstanding; and

WHEREAS, the Trustee has certified that the Series 1998 Bonds have been surrendered by the registered owner thereof for cancellation on January 1, 2009; and

WHEREAS, the Company desires to exercise its option to purchase that portion of the Project financed with the proceeds of the Series 1998 Bonds (the "1998 Project"); and

WHEREAS, the City hereby determines to waive the notice provisions of the Lease with respect to the Company's exercise of its option (as hereinafter defined) to purchase the 1998 Project and finds and determines it necessary and desirable to execute a Bill of Sale conveying such 1998 Project to the Company on or after January 1, 2009; and

WHEREAS, the City has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issues its Taxable Industrial Revenue Bonds, Series XI, 2008 (Cessna Aircraft Company) in the original aggregate principal amount of not to exceed \$73,311,000 (the "Series 2008 Bonds") for the purpose of purchasing, acquiring, constructing and installing certain additions to the Project (the "2008 Additions"); and

WHEREAS, the Series 2008 Bonds are more fully described in the Eighteenth Supplemental Trust Indenture by and between the Issuer and the Trustee, which Eighteenth Supplemental Trust Indenture further supplements and amends the 1991 Indenture (the 1991 Indenture as supplemented and amended, including by the Eighteenth Supplemental Trust Indenture, being referred to herein as the "Indenture"), and in the Eighteenth Supplemental Lease hereinafter authorized; and

WHEREAS, the Project shall be leased by the City to the Company pursuant to the Eighteenth Supplemental Lease by and between the Issuer and the Company, which Eighteenth Supplemental Lease further supplements and amends the 1991 Lease (the 1991 Lease as supplemented and amended, including by the Eighteenth Supplemental Lease, being referred to herein as the "Lease"); and

WHEREAS, the real property upon which the 2008 Additions are located shall be leased to the City from the Company pursuant to a certain Site Lease and Subordination Agreement dated December 20, 1991, by and between the City, as lessee, and the Company, as lessor, as supplemented and amended by a First Supplemental Site Lease and Subordination Agreement dated December 17, 1993, a Second Supplemental Site Lease and Subordination Agreement dated July 1, 1997, and a Third Supplemental Site Lease and Subordination Agreement dated December 22, 2000; and

WHEREAS, the Series 2008 Bonds and the interest thereon shall not constitute an indebtedness of the City of Wichita, Kansas, within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the City, nor shall any Series 2008 Bond or the interest thereon be a charge against the general credit or taxing powers of the City (because, under the terms of this Ordinance, the Series 2008 Bonds are not general obligations of the City and are payable solely from certain fees, rentals, revenues and other amounts derived by the City pursuant to the Lease and, under certain circumstances, from the proceeds of the Series 2008 Bonds and insurance and condemnation awards); and

WHEREAS, pursuant to the Indenture, the Series 2008 Bonds shall be equally and ratably secured and on a parity with the Series 1998 Bonds, the Series 1999 Bonds, the Series 2000 Bonds, the Series 2001 Bonds, the Series 2002 Bonds, the Series 2003 Bonds, the Series 2004 Bonds, the Series 2005 Bonds, the Series 2006 Bonds, the Series 2007 Bonds and any Additional Bonds (collectively referred to herein as the "Bonds") subject to any partial redemption or release of pledged property permitted by the Lease and Indenture; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the issuance of the 2008 Bonds: (1) to execute and deliver an Eighteenth Supplemental Trust Indenture dated as of December 18, 2008, with the Trustee, for the purpose of issuing and securing the Series 2008 Bonds as provided therein; (2) to execute and deliver an Eighteenth Supplemental Lease dated as of December 18, 2008, with the Company pursuant to which the City shall cause the 2008 Additions to be leased to the Company in consideration of payments of Supplemental Basic Rent, Supplemental Additional Rent and other charges provided for therein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and Lease.

Section 2. Authority to Cause the 2008 Additions to be Purchased, Acquired, Constructed and Installed. The City hereby finds and determines the 2008 Additions, if in being, would promote the welfare of the City, and is authorized to cause the 2008 Additions to be purchased, acquired, constructed and installed all in the manner and as more particularly described in the Eighteenth Supplemental Trust Indenture and in the Eighteenth Supplemental Lease hereinafter authorized.

Section 3. Authorization of and Security for the Bonds. There are hereby authorized and directed to be issued the City's industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XI, 2008 (Cessna Aircraft Company)" in an original aggregate principal amount not to exceed \$73,311,000 for the purpose of paying the cost of purchasing, acquiring, constructing and installing the 2008 Additions. The Series 2008 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series 2008 Bonds shall be equally and ratably secured and on a parity with the outstanding Bonds (subject to any partial redemption or release of pledged property permitted by the Lease and Indenture). The Series 2008 Bonds shall be special limited obligations of the City payable solely from the revenues derived by the City pursuant to the Lease, or otherwise in connection with the Project. The Series 2008 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the City within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series 2008 Bond shall be secured under the provisions of the Indenture and are authorized hereby.

Section 4. Authorization of Eighteenth Supplemental Trust Indenture. The City is hereby authorized to enter into the Eighteenth Supplemental Trust Indenture dated as of December 18, 2008, by and between the City and the Trustee under which the City shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, including the Series 2008 Bonds, the Trust Estate created thereby, all upon the terms and conditions set forth in the Indenture.

Section 5. Lease of the 2008 Additions. The City shall cause the 2008 Additions to be leased by the City to the Company pursuant to and in accordance with the Lease, as supplemented by the provisions of the Eighteenth Supplemental Lease, which is authorized hereby.

Section 6. Authorization of Bond Purchase Agreement. The Series 2008 Bonds shall be sold and delivered to Cessna Aircraft Company upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized dated as of December 18, 2008, by and between the City, and Cessna Aircraft Company, as Purchaser.

Section 7. Authorization of Release Documents. The City is hereby authorized to execute a Bill of Sale conveying the 1998 Project from the City to the Company, a Termination of Eighth Supplemental Lease and Cancellation, Discharge and Release of Eighth Supplemental Trust Indenture (collectively, the "Release Documents") and to deliver such Release Documents upon receipt of Certification by the Trustee that no Series 1998 Bonds remain Outstanding and upon receipt from the Company of the other consideration required under the Lease, and performance by the Company of all conditions precedent to exercise of its purchase option under the Lease.

Section 8. Execution of Series 2008 Bonds and Agreements. The Mayor or Vice Mayor of the City of Wichita, Kansas, is hereby authorized and directed to execute the Series 2008 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Eighteenth Supplemental Trust Indenture, the Eighteenth Supplemental Lease, and the Bond Purchase Agreement for and on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The Mayor or Vice Mayor is hereby further authorized to execute the Release Documents, and the City Clerk, or other appropriate staff of the City, are authorized to deliver the Release Documents upon satisfaction of the requirements set forth in Section 7 hereof. The City Clerk or the Deputy City Clerk of the City is hereby authorized and directed to attest the execution of the Series 2008 Bonds, the Eighteenth Supplemental Trust Indenture, the Eighteenth Supplemental Lease, the Bond Purchase Agreement, the Release Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. Pledge of the Project. The City hereby pledges the 2008 Additions, and the net revenues therefrom to the payment of the Outstanding Bonds, including the Series 2008 Bonds, in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series 2008 Bonds shall be deemed to have been paid within the meaning of the Indenture, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture.

Section 10. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Series 2008 Bonds, the Eighteenth Supplemental Trust Indenture and the Eighteenth Supplemental Lease, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 11. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the Issuer, and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on December 16, 2008.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

Attest:

By _____
Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Pawnee Industrial, LLC) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: On November 4, 2008, City Council approved a Letter of Intent for Industrial Revenue Bonds in an amount not-to-exceed \$4.5 million for Pawnee Industrial, LLC, a joint development venture by Steve Barrett and Herbert Krumsick. City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property. The bonds will be used to finance the construction of a speculative manufacturing and warehouse facility located at Pawnee and Custer in Southwest Wichita. Pawnee Industrial, LLC is now requesting the issuance of IRBs in the amount not to exceed \$4,500,000.

Analysis: Bond proceeds will be used to finance the costs of constructing a 143,000 sf speculative manufacturing and warehouse facility located at 3002 W. Pawnee. The facility is being built to the Leadership in Energy and Environmental Design (LEED) standards. Pawnee Industrial, LLC plans to lease the facility to one or more users depending on space requirements of potential tenants. Pawnee Industrial, LLC anticipates the addition of 35 new jobs over five years with a minimum average wage of \$29,786 annually as a result of the project. The Wichita area has continually experienced a shortage of speculative space in the industrial real estate market. The construction of this facility will significantly increase the inventory of available manufacturing and warehouse space.

The law firm of Kutak Rock, LLP serves as bond counsel in the transaction. Bank of New York will serve as trustee and bonds will be placed with Intrust Bank. Pawnee Industrial has complied with the Standard Letter of Intent Conditions contained in the City's IRB Policy and as approved in the letter of intent application.

Financial Considerations: Pawnee Industrial, LLC agrees to pay all costs of the City relative to the issuance of the bonds. The company also agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds.

Based on the 2007 mill levy, the estimated tax value of exempted property for the first full year is approximately \$177,075. The value of the 100% real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 47,969	State	\$ 2,250
County	\$ 47,000	USD 259	\$ 79,857

Approval of the second five-year abatement period will be subject to compliance with job creation and average wage commitment, capital investment commitment and a requirement that at least 51% of exports are stored/shipped to end-users outside the Wichita MSA as required by the current incentive policy.

The cost/benefit analysis report completed using the fiscal and economic impact model of Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City of Wichita	2.41 to one
Sedgwick County	1.75 to one
USD 259	1.24 to one
State of Kansas	3.36 to one

Goal Impact: Economic Vitality and Affordable Living. Providing low-cost financing and granting an ad valorem property tax exemption and sales tax exemption will encourage the creation of new job opportunities and enhance the industrial real estate inventory for the City of Wichita and Sedgwick County.

Legal Considerations: The City's bond counsel has prepared Bond documents needed for the issuance of bonds. The City Attorney's Office will review and approve the form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$4,500,000 for Pawnee Industrial, LLC, and authorize necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 48-136

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW), SERIES XIII, 2008 (PAWNEE INDUSTRIAL, LLC), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,500,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL MANUFACTURING AND WAREHOUSE FACILITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the “Issuer”), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve, furnish, repair and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

WHEREAS, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Industrial Revenue Bonds (Taxable Under Federal Law), Series XIII, 2008 (Pawnee Industrial, LLC), in the aggregate principal amount of not to exceed \$4,500,000 (the “Bonds”), for the purpose of paying the costs of acquiring, constructing and equipping a commercial manufacturing and warehouse facility (the “Project”) as more fully described in the Indenture and in the Lease hereinafter authorized for lease by the Issuer to Pawnee Industrial, LLC, a Kansas limited liability company (the “Tenant”); and

WHEREAS, the Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds to execute and deliver (i) a Trust Indenture dated as of December 1, 2008 (the “Indenture”), with The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the Bonds; (ii) a Lease dated as of December 1, 2008 (the “Lease”), with the Tenant in consideration of payments of Basic Rent and other payments provided for therein, (iii) a Bond Placement Agreement providing for the sale of the Bonds by the Issuer to Intrust Bank, N.A., Wichita, Kansas (the “BPA”); and (iv) an Administrative Service Fee Agreement between the City and the Tenant (the “Agreement”) (the Indenture, the Lease, the BPA and the Agreement are referred to collectively herein as the “Bond Documents”); and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Authority to Cause the Project to be Acquired, Constructed and Equipped. The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the Issuer, and the Issuer is hereby authorized to cause the Project to be acquired, constructed and equipped all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The Issuer is hereby authorized and directed to issue the Bonds, to be designated “City of Wichita, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series XIII, 2008 (Pawnee Industrial, LLC)” in the aggregate principal amount of not to exceed \$4,500,000. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture.

The Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

Section 3. Lease of the Project. The Issuer shall cause the Project to be leased to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

Section 4. Execution of Bonds and Bond Documents. The Mayor of the Issuer is hereby authorized and directed to execute the Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's official seal.

Section 5. Approval of Gurarnty Agreement. The form of the Guaranty Agreement in substantially the form presented for review prior to final passage of this Ordinance is hereby approved.

Section 6. Pledge of the Project and Net Revenues. The Issuer hereby pledges the Project and the net revenues generated under the Lease to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Bonds shall be deemed to have been paid within the meaning of the Indenture.

Section 7. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

Section 8. Effective Date. This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on December 16, 2008.

CITY OF WICHITA, KANSAS

(Seal)

By: _____
Carl Brewer, Mayor

Attest:

By: _____
Karen Sublett, City Clerk

Approved as to form:

By: _____
Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
December 9, 2008**

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (Dean & DeLuca, Inc.) (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve a one-year extension.

Background: On December 12, 2000, City Council approved issuance of Industrial Revenue Bonds in three series: Series IX-A in the aggregate principal amount of \$2,760,000; Series IX-B, in the aggregate principal amount of \$660,724, and Series IX-C in the aggregate principal amount of \$1,568,751 to Dean and DeLuca, Inc. City Council also approved a 100% property tax abatement on bond-financed property for a 5-year term, plus a second 5 years subject to Council review. Bond proceeds were used for construction of a 52,000 s.f. building addition at Dean & DeLuca's existing facility located 2526 E. 36th Street N. Circle.

On December 31, 2005, the initial five-year period for tax exemption expired. On February 14, 2006, November 21, 2006, and November 20, 2007, City Council approved one-year extensions of the property tax exemption. Dean & DeLuca requests the City Council approve a one-year extension of the tax exemption on bond-financed property for 2009.

Analysis: Dean & DeLuca, Inc. is a purveyor of gourmet and specialty foods, wines and kitchenware. In addition to five specialty markets, eight cafés and one wine store spread throughout the United States, a bulk of sales are made through the company's Internet/Direct operations—comprised of website and mail order catalog orders sent out to both retail locations and individual customers.

As a condition of the bond issue and tax exemption, Dean & DeLuca committed to construction of a 52,000 s.f. building addition with a total investment of \$4,989,475, and creation 255 new jobs within five years of the bond issue.

A measure of Dean & DeLuca's progress on commitments is as follows:

<u>2000 Commitment</u>	<u>October 13, 2008 Status</u>
Construct new building addition	Completed 52,000 s.f. building addition
Create 255 new jobs in five years	Created 202 new jobs

Staff conducted a site-monitoring visit on October 13, 2008. The company has lost some positions as a result of recent economic downturns and lower sales projected for the 2008 holiday season. In October of 2007, the job creation was at 230 new positions, that number has decreased to 202.

Financial Considerations: The appraised value exempted property is currently \$2,366,800. Dean & DeLuca is current in payments of administrative service fees.

New benefit-to-cost ratios are as follow:

City of Wichita	1.00 to one
Sedgwick County	1.00 to one
USD 259	NA
State of Kansas	NA

Goal Impact: Economic Vitality and Affordable Living. Continuing an ad valorem property tax exemption will assist the business in working to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: Section 7.5 of the lease provides that City Council reserves the right to terminate the exemption at the end of the first five-year period.

Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

Recommendations/Actions: It is recommended that the City Council extend the tax exemption on Dean & DeLuca's IRB Bond-financed property for a one-year period and review the further extensions at the end of year 2009.

Attachments: None

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: Ordinance appropriating the 2009 budget; ratifying the payment of claims against the 2008 budget

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Approve the Ordinance.

Background: Each year the City Council must appropriate and approve the spending of the next year's budget according to the approved budget and also authorize, approve and ratify the payments, which have occurred against the current year budget.

Analysis: Appropriated amounts for each fund have been established in the budget for fiscal 2009 for the payment of all claims and charges against each fund. Payments of all claims and charges against each fund shall be made by a combination of checks and warrants, drawn by the Director of Finance and counter-signed by the City Manager and Treasurer as provided by law. The payment of all claims and charges against respective accounts and funds provided in the budget for the year 2008 are also required to be authorized, ratified and approved.

Financial Considerations: None.

Goal Impact: The Internal Perspective is advanced by complying with state statutes and providing information to the Citizens of Wichita.

Legal Considerations: The Ordinance has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the passage of the Ordinance.

ORDINANCE NO. 48-137

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET; PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN; AND APPROVING AND RATIFYING THE PAYMENT OF ALL CLAIMS AGAINST THE ACCOUNTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That there is hereby appropriated the amounts set up in each fund in the budget for the fiscal year 2009 for the payment of all claims and charges against each fund. Payments of all claims and charges against each fund shall be made by combination of checks and warrants, drawn by the Director of Finance and counter-signed by the City Manager and Treasurer as provided by law, provided, however, that such officers shall at all times comply with the provisions of the Budget Law and the Cash Basis Law of the State of Kansas.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2008 are hereby authorized, ratified and approved.

SECTION 3. It is hereby attested that in order to maintain the public services essential for the citizens of this city in the budget year 2009, it will be necessary to utilize property tax revenue in an amount exceeding the revenues expended in the budget year 2008. The estimated amount of increased property tax revenue is \$4,080,701.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the Governing Body of the City of Wichita, Kansas, this 16th day of December, 2008.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, City Attorney
and Director of Law

**City of Wichita
City Council Meeting
December 9, 2008**

TO: Mayor and City Council

SUBJECT: Modification of Wichita Transit Authority ~~Authority~~ **Advisory** Board

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the ordinance.

Background: The City Council created the Wichita Transit Authority ~~Authority~~ **Advisory** Board on October 7, 2008. Its purpose is to advise the City Council and City Staff on public transportation issues. The ordinance as adopted sets out nine member positions, but City Council has appointed twenty prospective members.

Analysis: The Board as originally envisioned by staff called for nine members. However, the community interest in the Board and its intended purpose has justified a larger Board capable of including representatives of most major community and economic sectors. Enlarging the Board to include twenty one members and allow Sedgwick County residents living outside the Wichita city limits to serve will advance the inclusionary goals indicated by City Council's previous appointments.

Financial Considerations: None

Goal Impact: This action would advance the Efficient Infrastructure goal by optimizing public transportation facilities and assets.

Legal Considerations: The ordinance has been drafted and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve first reading of the ordinance.

Attachment: Ordinance.

Delineated

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 2.12.1135, 2.12.1136, 2.12.1137, AND 2.12.1138 OF THE CODE OF THE CITY OF WICHITA, PERTAINING TO MEMBERSHIP AND GOVERNANCE OF THE WICHITA TRANSIT ADVISORY BOARD; AND REPEALING THE ORIGINALS OF THE SAME SECTIONS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 2.12.1135 of the Code of the City of Wichita shall read as follows:

2.12.1135 – Wichita Transit Advisory Board - Created

There is hereby created an advisory board to the City known as the Wichita Transit Advisory Board.

SECTION 2. Section 2.12.1136 of the Code of the City of Wichita shall read as follows:

2.12.1136 – Wichita Transit Advisory Board – Membership - Appointment – Terms

(a) The Wichita Transit Advisory Board shall consist of ~~nine~~ twenty-one members. ~~Seven~~ Twenty members shall be residents of ~~the City~~ Sedgwick County and shall be appointed by the governing body of the City, ~~One member shall be nominated by the City Manager and appointed by the governing body.~~ provided that there shall be no more than eight members who are not residents of the City of Wichita. One member shall be nominated by the Wichita Access Advisory Board or its successor and appointed by the governing body of the City. The terms of office shall be as set forth in Section 2.12.020(1).

(b) The members shall receive no compensation for their services, but may be reimbursed for all necessary expenses incurred in the performance of their duties as members of such Board.

SECTION 3. Section 2.12.1137 of the Code of the City of Wichita shall read as follows:

2.12.1137 – Wichita Transit Advisory Board – Organization

The Board shall conduct meetings, elect officers, and adopt by-laws in accordance with the policy for boards and commissions. The City Manager shall provide the necessary staff support to

insure that the Board receives informational support and professional and technical assistance necessary to carry on its duties and conduct its meetings.

SECTION 4. Section 2.12.1138 of the Code of the City of Wichita shall read as follows:

2.12.1138 – Wichita Transit Advisory Board – Duties

The Board shall advise the City on such matters pertaining to the operations of the municipal fixed route and paratransit public transportation systems, licensed or franchised private transportation and perform such other duties as may be requested by such City Council from time to time.

SECTION 5. The originals of Sections 2.12.1135, 2.12.1136, 2.12.1137, and 2.12.1138 of the Code of the City of Wichita shall be repealed.

SECTION ~~6~~ 7. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon publication once in the official city paper.

PASSED AND ADOPTED at Wichita, Kansas, this _____ day of _____, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

ORDINANCE NO. 48-138

AN ORDINANCE AMENDING SECTIONS 2.12.1135, 2.12.1136, 2.12.1137, AND 2.12.1138 OF THE CODE OF THE CITY OF WICHITA, PERTAINING TO MEMBERSHIP AND GOVERNANCE OF THE WICHITA TRANSIT ADVISORY BOARD; AND REPEALING THE ORIGINALS OF THE SAME SECTIONS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 2.12.1135 of the Code of the City of Wichita shall read as follows:

2.12.1135 – Wichita Transit Advisory Board - Created

There is hereby created an advisory board to the City known as the Wichita Transit Advisory Board.

SECTION 2. Section 2.12.1136 of the Code of the City of Wichita shall read as follows:

2.12.1136 – Wichita Transit Advisory Board – Membership - Appointment – Terms

(a) The Wichita Transit Advisory Board shall consist of twenty-one members.

Twenty members shall be residents of Sedgwick County and shall be appointed by the governing body of the City, provided that there shall be no more than eight members who are not residents of the City of Wichita. One member shall be nominated by the Wichita Access Advisory Board or its successor and appointed by the governing body of the City. The terms of office shall be as set forth in Section 2.12.020(1).

(b) The members shall receive no compensation for their services, but may be reimbursed for all necessary expenses incurred in the performance of their duties as members of such Board.

SECTION 3. Section 2.12.1137 of the Code of the City of Wichita shall read as follows:

2.12.1137 – Wichita Transit Advisory Board – Organization

The Board shall conduct meetings, elect officers, and adopt by-laws in accordance with the policy for boards and commissions. The City Manager shall provide the necessary staff support to insure that the Board receives informational support and professional and technical assistance necessary to carry on its duties and conduct its meetings.

SECTION 4. Section 2.12.1138 of the Code of the City of Wichita shall read as follows:

2.12.1138 – Wichita Transit Advisory Board – Duties

The Board shall advise the City on such matters pertaining to the operations of the municipal fixed route and paratransit public transportation systems, licensed or franchised private transportation and perform such other duties as may be requested by such City Council from time to time.

SECTION 5. The originals of Sections 2.12.1135, 2.12.1136, 2.12.1137, and 2.12.1138 of the Code of the City of Wichita shall be repealed.

SECTION 6. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon publication once in the official city paper.

PASSED AND ADOPTED at Wichita, Kansas, this 16th day of December, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

11/20/08 DRAFT
DELINEATED

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 17.12.010 AND CREATING NEW
17.12.075 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE
WATER UTILITIES ASSESSMENT OF SPECIAL ACQUISITION SERVICE AREA FEES;
AND REPEALING THE ORIGINAL OF SECTION 7.12.010

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 17.12.010 of the Code of the City of Wichita, Kansas, shall be
amended to read as follows:

Sec. 17.12.010. Definitions.

Unless the context specifically indicates otherwise, the following terms shall, for the
purpose of this chapter, have the meanings indicated in this section:

- (a) "Customer" means a person, firm, corporation, or governmental unit furnished water by the
department.
- (b) "Customer's service line" means a supply pipe installed, maintained and owned by the
customer extending from the meter setting to the premises served.
- (c) "Department service line" means a pipe with appurtenances connected to a water main for
the purpose of controlling the flow of water and extending from the water main to the inlet side
of the meter yoke.
- (d) "Master meter" means one meter measuring the water furnished to serve two or more
premises.
- (e) "Meter" means a mechanical device which measures and records the quantity of water
furnished to a customer.

(f) "Meter setting" means a box, vault or tile, with covering, containing a meter, meter yoke and connecting appurtenances.

(g) "Premises" means an inhabited building or buildings on a tract of land.

(h) "Special Acquisition Service Area" means any area whereby the Water Utility acquires the right to provide water and/or sanitary sewer services by purchase, release, or any other mean and in which the City or Water Utility pays compensation to another governmental, quasi-governmental, or private entity for such service area directly or indirectly through reduced rates or in-kind services.

(i) "Special Acquisition Service Area Fees" means the fees assessed to property owners or customers in a Special Acquisition Service Area in order for the City or Water Utility to recover all or part of the costs of acquiring the right to provide water and/or sanitary sewer services to the area.

(h)j) "Special service" means any water service that involves the installation of facilities and equipment other than designated as standard service in subsection (i) of this section or which involves a use of water other than for normal residential, commercial or industrial purposes.

(i)k) "Standard service" means facilities normally installed for residential, commercial or industrial usage not requiring special or unusual methods of installation, construction and engineering.

(j)l) "Water department" (hereinafter called department) means an administrative unit consisting of city personnel headed by a director of water designated by the city manager to conduct all operations in connection with the supplying and furnishing of water and water service by the city to customers in the city and environs pursuant to the provisions of this chapter.

(km) "Water main" means a water pipe owned by the city, located in public right-of-way or utility easement, to which department service lines may be connected.

SECTION 2. Section 17.12.075 of the Code of the City of Wichita, Kansas, shall be created to read as follows:

Sec. 17.12.075 Special Acquisition Service Areas Fees

- (a) The provisions of this Section are intended to establish a Special Acquisition Service Area Fee as that term is defined in Section 17.12.010. Upon acquisition of a Special Acquisition Service Area or when a customer requests new service in such Area, the Director of Utilities will determine by appropriate calculation the Special Service Area Fees for the Area and for each customer, based upon the compensation paid for such Area and any action of the governing body in approving such acquisition. The Special Acquisition Service Area Fee shall be assessed to the property owners or customers in the Special Service Area and shall be in addition to and not a substitute for other fees or charges required by this Code. Payment or appropriate agreement for payment of the Special Service Area Fee will be a condition precedent to receiving service from the Water Utility or Sewer Utility.
- (b) At the discretion of the City Council, the above fees may be waived and/or modified in relation to economic development projects, which, due to their unusual nature or magnitude, offer extraordinary benefits to the community.
- (c) Property owners or customers required to make a payment for connecting to the water or sewer system as provided above may apply for a deferral of such payment on the basis that such payment would work an economic hardship on the owner or customer. The

criteria for the granting of such a deferral shall be the same as described in Sections 2.24.070 and 2.24.075 of the code. All other terms and conditions of any deferral hereunder shall be governed by the provisions of 2.24.070 and 2.24.075 except as otherwise noted herein. A deferral hereunder may be granted to owners of property or customers located outside the City limits.

SECTION 3. Section 17.12.010 of the Code of the City of Wichita is hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon adoption and publication in the Official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas this date

_____.

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: Special Acquisition Service Area Fees - Ordinance

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendation: Approve the Ordinance creating a Special Acquisition Service Area Fee and place the Ordinance on first reading.

Background: As the municipal boundaries of the City grow, the City may overlap the service area boundaries of rural water districts (RWDs), other government, quasi-governmental or private entities. The service areas of RWDs may have protection under federal law. In order to avoid costly litigation, it may be prudent in some cases to acquire the right to provide municipal utilities by paying such entities.

Analysis: In order to recover all or part of the cost of acquiring the right to provide municipal utility services in service areas that may be controlled by others, Staff recommends that the City implement a "Special Acquisition Service Area Fee." Currently, the City acquired a portion of RWD #5 of the Butler County service area at a cost of \$160,000. Based on previous City Council direction, Water Utilities will recover half of this cost by charging \$80,000 to property in this service area as a Special Acquisition Service Area Fee upon connection to the City's water system. The Ordinance provides latitude to the City Council in determining what percentage, if any, of the cost of service area acquisition should be recovered.

Financial Considerations: Water Utilities estimates that each lot in the example acquisition area will pay a fee between \$300 and \$400.

Goal Impact: The Ordinance will promote economic vitality, affordable living and regional development by providing efficient infrastructure, plus quality services that are economical.

Legal Considerations: The Ordinance establishing the Special Acquisition Service Area Fee has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Ordinance; 2) place the Ordinance on first reading; and 3) authorize the necessary signatures.

Attachments: Ordinance Amending Section 17.12.075 of the Code.

AN ORDINANCE AMENDING SECTION 17.12.010 AND CREATING NEW 17.12.075 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE WATER UTILITIES ASSESSMENT OF SPECIAL ACQUISITION SERVICE AREA FEES; AND REPEALING THE ORIGINAL OF SECTION 7.12.010

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 17.12.010 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 17.12.010. Definitions.

Unless the context specifically indicates otherwise, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section:

- (a) "Customer" means a person, firm, corporation, or governmental unit furnished water by the department.
- (b) "Customer's service line" means a supply pipe installed, maintained and owned by the customer extending from the meter setting to the premises served.
- (c) "Department service line" means a pipe with appurtenances connected to a water main for the purpose of controlling the flow of water and extending from the water main to the inlet side of the meter yoke.
- (d) "Master meter" means one meter measuring the water furnished to serve two or more premises.
- (e) "Meter" means a mechanical device which measures and records the quantity of water furnished to a customer.
- (f) "Meter setting" means a box, vault or tile, with covering, containing a meter, meter yoke and connecting appurtenances.
- (g) "Premises" means an inhabited building or buildings on a tract of land.
- (h) "Special Acquisition Service Area" means any area whereby the Water Utility acquires the right to provide water and/or sanitary sewer services by purchase, release, or any other mean and in which the City or Water Utility pays compensation to another governmental, quasi-governmental, or private entity for such service area directly or indirectly through reduced rates or in-kind services.

(i) "Special Acquisition Service Area Fees" means the fees assessed to property owners or customers in a Special Acquisition Service Area in order for the City or Water Utility to recover all or part of the costs of acquiring the right to provide water and/or sanitary sewer services to the area.

(j) "Special service" means any water service that involves the installation of facilities and equipment other than designated as standard service in subsection (i) of this section or which involves a use of water other than for normal residential, commercial or industrial purposes.

(k) "Standard service" means facilities normally installed for residential, commercial or industrial usage not requiring special or unusual methods of installation, construction and engineering.

(l) "Water department" (hereinafter called department) means an administrative unit consisting of city personnel headed by a director of water designated by the city manager to conduct all operations in connection with the supplying and furnishing of water and water service by the city to customers in the city and environs pursuant to the provisions of this chapter.

(m) "Water main" means a water pipe owned by the city, located in public right-of-way or utility easement, to which department service lines may be connected.

SECTION 2. Section 17.12.075 of the Code of the City of Wichita, Kansas, shall be created to read as follows:

Sec. 17.12.075 Special Acquisition Service Areas Fees

(a) The provisions of this Section are intended to establish a Special Acquisition Service Area Fee as that term is defined in Section 17.12.010. Upon acquisition of a Special Acquisition Service Area or when a customer requests new service in such Area, the Director of Utilities will determine by appropriate calculation the Special Service Area Fees for the Area and for each customer, based upon the compensation paid for such Area and any action of the governing body in approving such acquisition. The Special Acquisition Service Area Fee shall be assessed to the property owners or customers in the Special Service Area and shall be in addition to and not a substitute for other fees or charges required by this Code. Payment or appropriate agreement for payment of the Special Service Area Fee will be a condition precedent to receiving service from the Water Utility or Sewer Utility.

(b) At the discretion of the City Council, the above fees may be waived and/or modified in relation to economic development projects, which, due to their unusual nature or magnitude, offer extraordinary benefits to the community.

(c) Property owners or customers required to make a payment for connecting to the water or sewer system as provided above may apply for a deferral of such payment on the basis that such payment would work an economic hardship on the owner or customer. The criteria for the granting of such a deferral shall be the same as described in Sections 2.24.070 and 2.24.075 of the code. All other terms and conditions of any deferral hereunder shall be governed by the provisions of 2.24.070 and 2.24.075 except as otherwise noted herein. A deferral hereunder may be granted to owners of property or customers located outside the City limits.

SECTION 3. Section 17.12.010 of the Code of the City of Wichita is hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon adoption and publication in the Official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas this date December 16, 2008.

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

Memorandum of Understanding
Between
Equus Beds Groundwater Management District No. 2
And
The City of Wichita, Kansas
Regarding
Wichita's Proposed Aquifer Storage and Recovery Project, Phase II

Background

As part of its Integrated Local Water Supply ("ILWS") Plan ("the Plan"), the City of Wichita ("City") planned and constructed the Aquifer Storage and Recovery Project ("ASR") Phase I and completed the same in September of 2006. The City and the Equus Beds Groundwater Management District #2 Board of Directors ("GMD2") entered into a Memorandum of Understanding in 2004 to address issues of mutual concern on that project.

The City now plans to design and construct Phase II of the ASR ("the Project"). Phase II calls for the construction of a surface water intake on the Little Arkansas River, a water treatment plant and pump station, a series of water recharge and recovery wells, a matrix of water pipelines, a matrix of overhead electric power lines and a supervisory control and data acquisition (SCADA) system. The contemplated system will be capable of withdrawing water from the Little Arkansas River, treating, transmitting, storing and recovering up to 30 million gallons per day in compliance with permits issued by the Kansas Department of Agriculture, Division of Water Resources ("DWR") and the Kansas Department of Health and Environment ("KDHE").

The Plan called for the development of both direct surface water diversions and bank storage diversions from induced infiltration. The initial conceptual Plan was for development of 75 Mgd of bank storage diversion facilities and 25 Mgd of surface water diversion facilities. With recent advances in water treatment technology development of additional surface water supplies appears to be feasible.

Application of current well spacing regulations under K.A.R. § 5-22-2 to applications for new permits or for changes in existing water rights create problems in obtaining GMD2 and DWR approval. The City and GMD2 believe that the well spacing regulations should be waived due to the unique nature of the recharge and recovery wells and the benefits to be derived from the operation of the Project.

The City and GMD2 believe the Project has mutual benefits to the City as a source of water supply for the City and its customers and to the residents and landowners in the vicinity of the Project as a means of insuring and protecting the quality and quantity of water for the future.

The purpose of this Memorandum of Understanding (“MOU”) is to document agreements made by and between the City and GMD2 relating to the permitting, construction and operation of the Project associated with GMD2’s recommendation for approval of the City’s water appropriation applications.

Items of Understanding:

A. GMD2 and the City agree that the following eight issues will be resolved in the following manner:

1. **Issue:** How will the City change the original Plan ratio of 75 Mgd of bank storage diversion and 25 Mgd of surface water diversion?

Commitment: Based on current technology, the City will develop at least 67 Mgd of surface water diversion facilities for recharge based on an ultimate 100 Mgd ASR system.

2. **Issue:** How can the City help GMD2 to cover extraordinary expenses incurred to monitor and review the Project?

Commitment: As reimbursement for expenses incurred and services rendered by GMD2 and necessitated by the Project, the City will provide a grant to GMD2 of \$20,000/year for a period not to exceed five (5) years. This grant is in addition to and not a substitute for GMD2 land and groundwater assessments owed by the City. At the end of five years, the City will consider an extension of the grant as provided in Section B. 5. of this MOU.

3. **Issue:** If GMD2 requests monitoring wells to be located on property where the City has no right of entry or requests the City to perform water quality monitoring of domestic wells near the diversion or recharge facilities, how can GMD2 help the City to accomplish these tasks?

Commitment: GMD2 will assist the City by seeking to obtain permission for right of entry to sites for Project monitoring wells. GMD2 will also assist the City by seeking right of entry and/or samples from domestic wells located near the Project.

4. **Issue:** How can the City maintain water quality in the Project area?

Commitment: The City will insure that the quality of the recharge water injected into the aquifer through the proposed Project wells will meet Kansas Department of Health and Environment recharge well standards as stated in the letter dated February 9, 2007, attached hereto and made a part hereof by reference. Additionally, the City will insure that the water recharged by the Project will not degrade the ambient use of water in the basin storage area. Each new Project well will have two (2) nearby piezometers for continuously measuring water levels. In addition to the six additional proposed monitoring wells, the recharge and recovery well at each site will be sampled annually for the key water quality constituents. The City and GMD2 will jointly conduct an annual public Project review meeting to include stakeholders, regulatory agencies and other interested parties. Within sixty (60) days following the review meeting GMD2 will provide to the City and regulatory agencies a review report on the Project which may include recommendations.

5. **Issue:** How can the City protect domestic water wells from changes in water quality standards?

Commitment: If water quality in existing or future domestic wells meets the then current drinking water standards and the water quality is subsequently changed by the Project such that the water no longer meets the then current drinking water standards, the City will provide and install a home water treatment system to bring the water back to drinking water standards or provide other appropriate remedies to replace the domestic water supply with water that meets the drinking water standard without additional cost to the resident.

6. **Issue:** How will the City protect domestic water wells within 660 feet of a Project recharge and recovery well from adverse drawdown impacts that may result from operation of the well?

Commitment: Because the Project recharge and recovery wells can only be pumped if water levels in the aquifer are higher than the historic low level, no impairment is expected. Nonetheless, if a domestic water well, existing before the approval of this MOU and within 660 feet of an existing or new Project well, is adversely impacted by drawdown from such well, the City will re-drill or take other appropriate, affirmative action to restore productivity of such domestic well to the same rate and quality as existed before.

7. **Issue:** How will the City operate the Project to manage the amount of groundwater pushed back into the groundwater formation when the Project is operating?

Commitment: The City will operate the Project in such a manner as to isolate production wells from recharge activities. The City will not pump water from its groundwater wells in one area to its groundwater wells in another area for the purpose of creating recharge credits. Daily water meter readings for all the Project facilities will be used to facilitate monitoring of recharge activities. The City will make a reasonable effort to shut down wells with above drinking water standard levels of arsenic in advance of a recharge activity to minimize arsenic levels in the Project pipeline system.

8. **Issue:** How will the City operate the Project to minimize adverse impacts arising from the increased level of groundwater associated with artificial recharge of the aquifer?

Commitment: It is the City's intent not to damage any property as a result of the operation of the Project. The City will process claims for damage resulting from the operation of the Project in accordance with KSA 12-105 b., as the City has historically for its other activities in the City's wellfield area.

B. GMD2 and the City further agree as follows:

1. As to any water permit applications filed by the City which in all other respects comply with the regulations of GMD2, and for which the proposed wells are to be used for the purposes of both aquifer recharge as defined by regulation and withdrawal of water for an authorized use, GMD2 agrees to recommend that such proposed applications be granted a waiver of the applicable well spacing requirements. A petition for waiver of the well spacing requirement shall be submitted to GMD2 and shall be granted by GMD2 upon a finding that the conditions set out above do exist and that the granting of the waiver will not unreasonably impair the public interest.
2. The commitments made by the City and GMD2 as set forth in this Memorandum of Understanding are subject to the requirements of State law and regulations and the orders of DWR. In the event that any commitment is in conflict with such law, regulation or order, the law, regulation or order controls. In such event, the City and GMD2 agree to enter into good faith discussions to seek amendment of the commitments consistent with the law, regulation or order.
3. It is the intent of the parties that the provisions of this Memorandum of Understanding are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.), the Kansas Budget law (K.S.A. 79-2925), or other laws or regulations addressing the budgeting, funding, or expenditures of the respective governmental entities . Therefore, notwithstanding anything to the contrary herein contained, the parties' obligations under this Memorandum of Understanding are to be construed in a manner that assures that each party is at all times in conformance of such laws or regulations.

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4. Upon the acceptance of the Memorandum of Understanding by the City and GMD2, GMD2 agrees to attach this Memorandum of Understanding to any recommendation it makes on the Project and forward the same to DWR.
5. At intervals of no more than five (5) years, the City and GMD2 will jointly assess the need to continue any or all the provisions of this MOU.

The parties have each approved this Memorandum of Understanding on the dates designated below, and it is effective as of the latter date of approval.

Signed:

Date _____

Date _____

Equus Beds Groundwater
Management District No. 2

City of Wichita, Sedgwick County, Kansas

Bob Seiler, President

Carl Brewer, Mayor

Approved as to form:

Gary E. Rebenstorf, Director Of Law

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: Aquifer Storage and Recovery Project, Phase II, Memorandum of Understanding

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendation: Approve the Memorandum of Understanding with Groundwater Management District No. 2.

Background: On August 31, 1993, City Council approved and instructed Staff to implement the Integrated Local Water Supply (ILWS) Plan recommended in the Water Supply Plan. On October 3, 2000, City Council authorized several projects included in the ILWS Plan to begin the development of new water supplies for the City.

Analysis: The ILWS Plan includes utilizing several local water supply sources. A major component of the plan is the recharge of the Equus Beds Wellfield using water from the Little Arkansas River. This capture of excess flow from the river and storing it in the aquifer for later use is called aquifer storage and recovery (ASR). The Plan envisions capturing up to 100 million gallons per day during excess flow events in the river, and storing up to 65 billion gallons of water in the aquifer.

Phase II of the ASR project will involve five projects consisting of a surface water intake, a water treatment plant, a pipeline system, an overhead electric distribution system and an automated control and data system capable of treating and recharging up to 30 million gallons per day.

Water appropriations must be obtained from the State of Kansas to withdraw water from the Little Arkansas River and to expand the ASR system. The City submitted applications; however, the process to get the applications approved includes a review by the Equus Beds Groundwater Management District No. 2 (GMD2), and their subsequent recommendation. GMD2 is a geopolitical entity charged with managing the Equus Beds aquifer. The GMD2 board includes representatives from the agricultural community, as well industrial and municipal water users. Staff has worked closely with GMD2 and the public over the years to address concerns that are to be expected when an innovative project such as the ILWS Plan is proposed.

On November 18, 2008, GMD2 held a special meeting to review the water appropriation applications that the City submitted for Phase II of the ASR Project. The Director of Utilities and the Chief Deputy City Attorney had negotiated a Memorandum of Understanding (MOU) with the president of the GMD2 board prior to that meeting to address concerns of the GMD2 constituents. At the November 18, 2008, meeting the GMD2 board approved the MOU and the City's water appropriation applications.

The MOU contains a number of commitments from the City and GMD2 that will be implemented if water right appropriations are approved by the state. Commitments include:

- City will use direct river withdrawals to provide at least 67 million gallons per day.

- City will provide a grant up to \$20,000 per year to GMD2 for five years to cover the extraordinary expenses that GMD2 will have in order to administer and monitor the project.
- GMD2 will assist the City in getting access to private property to install monitoring wells and collect water samples.
- City will only recharge water that meets water quality standards established by KDHE and will not degrade the ambient use of the water.
- City will provide a home treatment device for any domestic well where the water is below drinking water standards as a result of the City's recharge project.
- City will re-drill domestic wells located with 660 feet of an ASR well if the domestic well's productivity is adversely affected by the ASR well.
- City will operate the project to minimize arsenic concentrations in the recharge pipeline system.
- City will consider claims for damage, as provided by state law, which may be caused by an increase in groundwater levels.
- GMD2 will approve applications for appropriations that do not meet well spacing requirements if the well meets the definition of an ASR well.

Staff believes the commitments made, as part of this MOU, are appropriate for a project of this nature and represent a prudent approach to resolving issues related to the project.

Financial Considerations: The grant from the City to GMD2 will cost \$20,000 per year for five years. This amount will be included in the Water Utilities operating budget beginning in 2009.

Goal Impact: This will help ensure efficient infrastructure by ensuring reliable, compliant and secure utilities.

Legal Considerations: The Law Department has approved the Memorandum of Understanding as to form.

Recommendations/Actions: It is recommended that the City Council approve the Memorandum of Understanding with Groundwater Management District No. 2, and authorize the necessary signatures.

Attachment: Memorandum of Understanding with GMD2 for ASR Phase II

WICHITA CONVENTION AND TOURISM BUREAU, INC.

CONTRACT

THIS CONTRACT entered into this December 9, 2008 by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Wichita Convention and Tourism Bureau, Inc. (hereinafter referred to as the Delegate Agency).

WHEREAS, the City by Charter Ordinance has instituted a Transient Guest Tax, the revenues from which are available for expenditure for convention and tourism activities located within the City and County; and

WHEREAS, the City believes that as a result of professional, promotional sales and services, convention and tourism can be increased; and

WHEREAS, the City desires to engage the Delegate Agency to render certain itemized professional services and activities hereinafter described; and

WHEREAS, the Delegate Agency warrants that it employs, and throughout the duration of this contract will continue to employ, professional staff capable of providing those services and activities occurring within the City; and

WHEREAS, the Delegate Agency further warrants that it possesses the fiscal and administrative capability necessary to account for and to expend all City funds provided in compliance and conformance with the terms and conditions of this contract; and

WHEREAS, the City desires to generate new dollars in the Wichita area economy through the promotion of Wichita as a convention and visitor destination.

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Delegate Agency, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and outlined per Exhibit B.

In addition, Delegate Agency will support a joint marketing venture with other agencies receiving Transient Guest Tax funds and will not charge other City-affiliated museums or attractions such as, but not limited to, the Wichita Art Museum, Botanica, the Mid-America All-Indian Center, Old Cowtown Museum, Wichita-Sedgwick County Historical Museum, the Kansas Aviation Museum, and the Kansas African American Museum, fees to participate in Delegate Agency's marketing or membership activities.

SECTION 2. TIME OF PERFORMANCE. The services of the Delegate Agency are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of this contract through a period of twelve months ending no later than December 31, 2009

SECTION 3. RECORDS, REPORTS AND INSPECTION

A. Establishment and Maintenance of Records. The Delegate Agency shall establish and maintain records as prescribed by the City (with respect to all matters covered by this contract). Except as otherwise authorized by the City, the Delegate Agency shall retain such financial records for a period of three years after receipt of the final payment under this contract or termination of this contract.

B. Documentation of Costs. All costs with respect to the services per Exhibit B shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and Information. The Delegate Agency, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. The Delegate Agency will submit said reports on the date(s) designated by the City. In addition, the Delegate Agency will submit all regularly required reports as itemized on Exhibit B on the due dates established therein.

D. Audits and Inspections. The Delegate Agency shall at any time during normal business hours and as often as the City may deem necessary make available to the City for examination all of its records and data with respect to all matters covered by this contract and shall permit the City or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this contract. The Delegate Agency, within 120 days from the date of expiration of this contract shall furnish to the City an annual fiscal audit prepared by an independent Certified Public Accountant as to the compliance of all stipulations in this contract and its exhibits.

SECTION 4. CONFLICT OF INTEREST. Members of the Board of Directors of the Delegate Agency shall abstain from any action in regard to a pending matter before the Board of Directors that will affect any business in which such Trustee has a substantial interest as defined in K.S.A. 75-4301.

SECTION 5. DISCRIMINATION PROHIBITED. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, sex or age. (Reference Title VI of the Civil Rights Acts of 1964 Pub. L. 88-352). The Delegate Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements" as provided in Exhibit A attached hereto.

SECTION 6. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments with respect to the services per Exhibit B.

SECTION 7. ASSIGNABILITY. The Delegate Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. COPYRIGHTS. If this contract results in a book or other materials which may be copyrighted, the author is free to copyright the work, but the City reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted materials and all material which can be copyrighted. The Delegate Agency agrees to allow the City use of any and all books or materials, copyrighted or otherwise, which may pertain to marketing, managerial, or financial operations of the Delegate Agency.

SECTION 9. USE AND DISPOSITION OF PROPERTY.

A. Ownership During Usage by Agency. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

B. Disposition of Personal Property. In the case of termination of the funding or of any individual project activity, all personal property in the possession of the Delegate Agency or the Agency's representative(s) purchased with funds under this contract shall be returned to the City immediately upon the termination of the contract. The Delegate Agency shall be responsible for any item(s) that are included on the Agency's inventory list. If these items are not returned to the City, the Agency shall forthwith reimburse the City for the appraised value of said item(s) less reasonable depreciation as mutually agreed by the City and the Delegate Agency, unless otherwise specified in Exhibit B.

SECTION 10. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Delegate Agency relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total payments to the Delegate Agency will not exceed \$2,196,390, unless modified as provided herein.

C. Restriction on Disbursement. No transient guest tax funds shall be disbursed to a subcontractor of the Delegate Agency except pursuant to a written contract that incorporates by reference the general conditions of this contract.

E. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City; or if it is determined that the transient guest tax revenues are not sufficient to meet all budgeted services and activities of the total transient guest tax budgets which are established for the year under which this contract is in effect.

SECTION 11. TERMINATION CLAUSE. Upon breach of the contract by the Delegate Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 15, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. Upon cancellation or termination of this contract no further funds shall be payable or paid hereunder; and all funds remaining in the possession of the Delegate Agency at the time the City gives the cancellation notice shall be forthwith returned to the City. Upon breach of the contract by the Delegate Agency, it shall be entitled to be reimbursed by the City for actual expenditures incurred under the Contract.

SECTION 12. AMENDMENTS.

A. Changes. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Delegate Agency mutually agree, changes in this contract may be effected by placing them in written form and incorporating them into this contract.

B. Budget Transfers. All budget transfers shall be approved and signed by all the signatories of the original contract if such a transfer shall substantially change the intent of the contract. Upon determination by the City Manager such an amendment should be presented to the City Council for approval, he shall place the amendment on the City Manager's Agenda for consideration by that governing body.

SECTION 13. PERSONNEL AND SERVICES. All services required herein will be performed by the Delegate Agency under the direction of its Board of Directors or Directors.

SECTION 14. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of this contract.

SECTION 15. ANTI-TRUST LITIGATION. For good cause, and as consideration for execution of this contract, the Delegate Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Delegate Agency pursuant to this contract.

SECTION 16. APPENDICES. All exhibits referred in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

SECTION 17. INDEPENDENT CONTRACTOR. The Delegate Agency may negotiate directly for conventions, events and other bookings in order to generate room nights intended to generate a direct economic benefit for the local economy. In so doing, the Delegate Agency will be an independent contractor, and not the agent of the City. The Delegate Agency will not represent or imply to others that it possesses any agency authority on behalf of the City.

In support of the Delegate Agency's endeavors to obtain convention and similar bookings, the City may, from time to time, approve financial support and facilitate accommodations to the Delegate Agency, subject to availability of adequate funds properly budgeted and appropriated for this purpose.

EXHIBIT A Nondiscrimination and Equal Employment Opportunity Statement
EXHIBIT B Performance Criteria

IN WITNESS WHEREOF, the parties have executed this contract on the December 9, 2008

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

DELEGATE AGENCY

John Rolfe, President/CEO
Greater Wichita Convention &
Visitors Bureau, Inc.

Approved as to Form:

Gary E. Rebenstorf, Director of Law

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplies of the City, by whatever term identified herein, shall comply with the following Non-Discrimination—Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the Phrase, “Equal Opportunity Employer”, or a similar phrase to be approved by the “Kansas Human Rights Commission”;
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the “Kansas Human Rights Commission” in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the “Kansas Human Rights Commission” which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Exempted from these requirements are: (State of Kansas)
1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.
 2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.
 3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.
- D. Provisions of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Code of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, “disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification”, national origin, ancestry or marital status. The vendor supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Rights and Services Board of the City of Wichita, Kansas, “Civil Rights and Services” in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, “disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification”, national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, “Equal Opportunity Employer”, or a similar phrase that is deemed acceptable by the “Wichita Civil Rights and Services Board”;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations and the orders issued by the Board pursuant thereto, and will permit access to books, records and procedures concerning employment relations by the "Civil Rights and Services Board" of said City for the purpose of investigation to ascertain compliance with Non-Discrimination – Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the Board in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor, supplier, contractor or subcontractor;
4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination – Equal Employment Opportunity under a decision or order of the "Civil Rights and Services Board" of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be canceled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;
5. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 4 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

E. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement which is covered by the provisions of Section 2.12.908 of the Code of the City of Wichita, Kansas, shall prior to entering into such contract, purchase order or agreement, submit to the "Civil Rights and Services Board" of the City of Wichita, Kansas, a preliminary report on forms provided by the Board concerning Non-Discrimination – Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:

- a. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 - b. The provisions of Section 2.12.908 shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.
 - c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.
- F. Failure of any contractor, subcontractor, vendor or supplier to report to the “Kansas Human Rights Commission” as required by K.S.A. 1976 Supp. 44-1031, as amended, or to the “Civil Rights and Services Board” of the City of Wichita as required by 2.12.908, of the Code of the City of Wichita, Kansas; or being found guilty of a violation of the City’s Ordinances, State Statutes, or Federal Statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

EXHIBIT B

Greater Wichita Convention & Visitors Bureau 2009 Performance Criteria

It is mutually agreed and understood by the City of Wichita and the Wichita Convention and Tourism Bureau, Inc., d/b/a Greater Wichita Convention & Visitors Bureau, hereinafter referred to as the “City” and the “Delegate Agency” respectively, that the execution of this contract commits the Delegate Agency to the following goal statements and objectives.

MISSION STATEMENT

The mission of the Greater Wichita Convention & Visitors Bureau is to market the Greater Wichita Area as a destination, thereby enhancing the economic development of the city, county, region and state.

OBJECTIVE # 1: The Delegate Agency will generate convention/meeting and travel trade business for Wichita.

A. Convention Sales Future Bookings (Conventions booked from Jan 1-Dec. 31, 2009):

1. Generate **105,000** room nights for a direct economic revenue impact of **\$37,663,500 ***.

	2004	2005	2006	2007	2008 Forecast	2008 Goal	2009 Goal**
Room Nights Secured:	200,128	102,072	111,289	106,071	110,000	110,000	105,000/110,000
American Bowling Congress:	(85,000)						
National Square Dancers:	(8,000)						
National Forensic League:	(12,713)						
Room nights net of large bookings:	94,415	102,072	111,289	106,071	110,000	110,000	105,000/110,000
Summation of Typical Bookings:	523,847						
Benchmark: (5-Yr. Avg. (2004-2008)):	104,769						

*Economic Impact Formula: Room Nights X 1.7 average guest per room x \$211.00 expenditure level = direct revenue (source: DMAI)

**Pending outcome of final Century II booking policy. Goal will be increased to 110,000 if the Century II booking policy is consistent with GWCVB recommendations. This goal takes into account the fact that a decrease in business travel has been forecast by Global Insight.

B. Tourism Sales Bookings (Tours hosted from Jan1-Dec 31, 2008):

- 1. Motorcoach Overnight Tours:** Generate overnight tours utilizing a total of **3,200** room nights with a minimum direct economic revenue impact of **\$384,000*** (assuming one person per room).

	2004	2005	2006	2007	2008 Forecast	2008 Goal	2009 Goal
Motorcoach Room Nights Secured:	2,736	1,546	2,922	1,877	1,500	2,000	1,600
Performance Group Room Nights Secured:					1,600**		1,600
WIBC:	(292)						
Room Nights net of Large Bookings:	2,444	1,546	2,922	1,877	3,100	2,000	3,200
Summation of Typical Bookings:	10,289						
Benchmark: (5-Yr. Avg. (2004-2008)):	2,059						
Sum including Large Bookings:	10,581						
Benchmark: (5-Yr. Avg. (2004-2008)):	2,116						

*Direct Revenue Formula: # of passengers x \$120.00 expenditure level x # nights. (source=DMAI)

** In addition to the Motorcoach Overnight Tours, we forecast that we will service 1,600 room nights for Performance Group Overnight Tours with a minimum direct economic revenue impact of \$192,000* (assuming one person per room). 2008 is the first year we have tracked/serviced this market segment.

- 2. Motorcoach Day Trips:** Generate 100-Day Trips comprised of **4,000** passengers for a direct economic impact of **\$230,400 ***.

	2004	2005	2006	2007	2008 Forecast	2008 Goal	2009 Goal
Day Trip Passengers:	3,603	4,904	5,124	3,105	4,800	4,000	4,000
Church Basement Ladies – Crown Uptown (net)					1,584		
Day Trip Passengers net of Large Bookings	3,603	4,904	5,124	3,105	3,216	4,000	4,000
Summation of Typical Bookings:	19,952						
Benchmark: (5-Yr. Avg. (2004-2008)):	3,990						
Sum of Passengers:	21,536						

Benchmark: (5-Yr. Avg. (2004-2008)):	4,307		
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*Direct Revenue Formula: # of passengers x \$57.60 (average daily expenditure). (Source = DMAI)

OBJECTIVE #2 (Marketing & Promotion) - Implementation of a multi-faceted marketing program promoting Greater Wichita Area as a Destination

Note: Our marketing allocation mix for 2009 may change due to results from research associated with a positioning statement and new advertising campaign that will be launched in 2009.

1. Increase reach to regional television viewers:

2007 Viewers	2008 Forecast	2008 Viewers Goal	2009 Viewers Goal
6,686,920	20,606,643	10,000,000	25,000,000

Note: 2008 included 8 markets in the immediate regional area. In 2009 we will remain in 7 of those markets. However, the state marketing division will add Minneapolis, Chicago and St. Louis to extend the reach into those outer markets that have shown interest via print advertising results. (2007 ads will be revised)

2. Increase regional and statewide billboard impressions:

2006 Impressions	2007 Impressions	2008 Forecast	2008 Impressions Goal	2009 Impressions Goal
83,637,098	122,838,560	122,000,000	90,000,000	123,000,000

Note: 2008 included the McDonald's billboard partnership and impressions from a new Wichita billboard at I-135 and Kellogg added in October. A new billboard was also added on I-135 near Hesston in March 2008. In 2009 the message will be updated on all billboards.

3. Increase quality national, regional and statewide print advertising impressions:

2006 Impressions	2007 Impressions	2008 Forecast	2008 Impressions Goal	2009 Impressions Goal
7,325,629	14,423,930	13,000,000	10,000,000	15,000,000

Note: In 2009, regional consumer publications will produce 10,000,000 impressions via co-op advertising offered by KS Travel & Tourism. To that, we will add convention, motorcoach group and state/local print advertising thus reaching all segments of the industry.

4. Increase state and regional radio impressions:

	2008 Forecast	2008 Goal	2009 Goal
Impressions	903,100	*	1,000,000

* Radio advertising was not in our original marketing plan for 2008.

Note: In 2009, radio getaway promotion packages will be offered in-state as well as in Omaha, Tulsa and Kansas City, which are our traditional drive markets. Radio will be the added value to the entire market mix.

5. Increase website page views and visits:

	2004	2005	2006	2007	2008 Forecast	2008 Goal	2009 Goal
Page Views	845,302	950,383	1,551,620	1,399,786	2,698,000	1,320,000	3,000,000
Visits*				711,265	438,000	715,000	500,000
Interactive VG visits					2,500		3,500

Note: Trends show that 70 percent of travelers use the internet for gathering information on travel destinations. In 2009, the website will be re-designed to display content to the online visitors in an organized, effective way while optimizing track-ability for future contact. 2008 interactive visitor guide visits represents a partial year.

* The difference between 2007 and 2008 Visits is due to different definitions of what constitutes a visit between NIHWO Web Log Analyzer (2007) and Live Stats (2008). Under the current program, each time someone goes to our website it is counted as one visit. Previously, a visit to our website would also count the pictures that downloaded on that page.

6. Increase number of contacts with media/travel writers:

2004 Contacts	2005 Contacts	2006 Contacts	2007 Contacts	2008 Forecast	2008 Goal	2009 Goal
73	49	494	185	275	175	275

Note: In 2008 we were able to build a substantial, targeted database of travel writers, media and photo journalists. In 2009, we plan to continue qualifying media and publications that assist us in marketing Wichita regionally and nationally.

OBJECTIVE #3 (Awareness & Community Support): Generate positive awareness of Wichita as a leisure, convention and business destination and build community support for the Delegate Agency and it's mission, vision and goals.

1. Hospitality Training Program (Customer Service Professional - CSP)
 - a. Increase number of participants/certifications given:

	2005	2006	2007	2008 Forecast	2008 Goal	2009 Goal
Sessions	3	7	6	6	6	8
Participants	53	129	74	100	130	150
Certifications	11	40	21	30	35	50

In 2009, CSP training will be offered to specific businesses i.e., school districts, attractions, real estate firms and Wichita Festival Inc. volunteers.

OBJECTIVE #4 (Wichita Film Commission)

1. Continue with film and production crew assistance.

2006	2007	2008 Forecast	2008 Goal	2009 Goal
45	57	52	50	60

Due to the success of previous film assists and the awareness of the Tallgrass Film Festival, Wichita is becoming known as a financially competitive city to do filming. In 2009, we will continue working with local film industry businesses to spread the word. Wichita is the only city in Kansas that offers film assistance as an accredited member of the Association of Film Commissions International (AFCI).

OBJECTIVE #5 (Funding): Secure additional private funding resources to augment the Delegate Agency's transient guest tax allocation.

In-Kind & Cash

- a. Aggressively seek **\$160,000** of in-kind contributions from hospitality industry partners to augment the Delegate Agency's marketing efforts.

	2009 Goal	2008**	2007	2006	2005	2004
In-kind Donations:	160,000	\$105,889	\$172,033	\$192,842	\$114,576	\$2,539,649
Less: Extraordinary Media Gifts *:				(\$84,175)		(\$2,439,911)
Typical Gift value:		\$105,889	\$172,033	\$108,667	\$114,576	\$99,738
In-kind donations (2004-2008)	\$600,903					
Benchmark: (5_Yr. Avg. (2004-2008)):	\$120,181					

* Estimated value of Wichita video donated by and run on KAKE TV (2004) and value of national advertising discount received (2006).

**Through 9/30/08. 2008 goal is 160,000.

- b. The City of Wichita agrees to match each dollar collected **above \$200,000, not exceeding \$100,000*** in additional matched funds.

	2009 Budget	2008 Forecast	2007	2006	2005	2004	2003	2002	2001
Private Revenues:	300,000	300,000	\$317,154	264,724	\$228,220	\$248,615	\$163,276	\$144,863	\$214,097
Less: Extraordinary receipts:									
WIBC partners to cover WIBC expenses:						\$(64,000)	-	-	-
Cooperative Advertising (County funded):									\$(50,000)
Typical Receipts:	300,000	300,000	\$317,154	264,724	\$228,220	\$184,615	\$163,276	\$144,863	\$164,097

Private revenue collections (2004 -2008)	\$1,294,713	
Five-year Average:	\$258,943	
*Estimated 2008 incentive: <u>\$100,000</u>		

OBJECTIVE #6 (Product Development): The Delegate Agency will support and influence the development and maintenance of accommodations, facilities, attractions and infrastructure that are consistent with the Delegate Agency's mission statement and that meet the needs of the visitors.

Industry Indicators:

The Delegate Agency will quarterly track the following industry indicators, which reflect the economic growth and impact of tourism in the area.

- Transient Guest Tax Revenues
- Hotel Occupancy Rate
- Hotel Average Daily Rate (ADR)
- Report quarterly and yearly historical comparison at area attractions.

2009 Operating Budget

	Approved <u>2009</u>
TOTAL 2009 BUDGET	<u>\$ 2,121,390</u>
Marketing Campaign Development, one time funding	<u><u>\$75,000</u></u>

1. **METHOD OF PAYMENT**

The Delegate Agency agrees payments under this contract shall be in accordance with established budgetary, purchasing and accounting procedures of the City of Wichita.

- 1.1. The City agrees to advance the Delegate Agency \$176,782.50 on the first Friday of each month. The Delegate agency, upon closing their month-end books, will submit an invoice for all monthly expenditures to the City for approval. The City may request additional justification regarding items submitted for payment and may decline payment for items not related to the promotion of convention and tourism in the city of Wichita. All billings are subject to discussion and resolution by and between the City Manager and the President/CEO of the Delegate Agency, or their representatives. All final billings and payments will be reconciled at year-end. Should 2009 transient guest tax revenues exceed budgeted projections, the City, at the Delegate Agency's request, will consider additional funding for special tourism projects that will enhance tourism initiatives.
2. The Delegate Agency agrees to provide the City with the following information:
 - 2.1. A monthly printout, which reflects all actual expenditures by line item and program expenditure.
 - 2.2. An annual audit conducted by an independent Certified Public Accountant, which is in accordance with generally accepted audit standards. For the 2008 annual audit, the audit firm of BKD, LLP has been retained by the Delegate Agency.
 - 2.3. The Delegate Agency will provide to the City Appointed Board Representative, a copy of the Board of Directors minutes.

3. **INVENTORY**

The Delegate Agency shall maintain in its office and file with the City an up-to-date inventory list of all personal property, e.g. furniture, fixtures, equipment, etc. purchased with transient guest tax funds and used for the administration of the program or in the administration of a project operated in conjunction with the contract. Such inventory list must identify each item purchased, state the physical location of same, the cost of each item, the date purchased and the City of Wichita inventory seal number must be affixed to each item. Authorized additional items purchased during the contract year shall be reported to the City within 30 days of receipt.

The Delegate Agency shall be responsible for conducting a physical inventory of each of the inventoried items with its final report for the contract year, certifying in written form that all such inventory items are in the possession of the Delegate Agency. No inventories items may be disposed of in any fashion without the prior written approval of the City.

4. **PROGRAM PROGRESS REPORTS**

The Delegate Agency as part of its obligation under section 3 of this contract shall submit a quarterly report to the City of Wichita for the quarters ending March 31, June 30, September 30, and December 31. These reports shall be due in the City Manager's Office in order to provide the City with the information to evaluate the Performance Criteria section of this contract. This report shall be submitted no later than 30 days following the end of each quarter.

**City of Wichita Arts Council
City Council Meeting
December 2, 2008**

TO: Mayor and City Council
SUBJECT: Contract Renewal: Greater Wichita Convention & Visitors Bureau
and Contingency Fund Use to Promote Conventions and Events
by GWCVB
(All Districts)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: New Business

Recommendation: Approve renewal of the contract with the Greater Wichita Convention and Visitor's Bureau and the Convention Promotion Contingency Allocation for fiscal year 2009.

Background: Fiscal year 2008 brought several successes to the Greater Wichita Convention & Visitors Bureau (GWCVB). The GWCVB will meet or exceed its primary goal of securing 110,000 convention room nights and will generate motor coach overnight tours and day trips in excess of the goal of 2,000 room nights and 4,000 passengers respectively. Meetings hosted during 2008 brought an economic impact of \$45 million to the local economy and room nights secured for future years represent a future economic impact of over \$40 million. They also successfully hosted national conventions such as the National Square Dancer Convention and the National American Association for Environmental Education. Membership and private sponsorship dollars collected in 2008 already exceed the goal of \$245,000. The Bureau has also expanded advertising for Wichita to include regional television and radio advertising and placed advertisements in magazine publications such as Midwest Living, AAA, as well as on websites that correspond to print advertising. In 2008 the GWCVB implemented an online Visitor Guide and continued to expand its marketing of the Wichita area through hosting travel writers, pursuing Film Commission opportunities and hosting of special events.

In an effort to make it possible to bring different conventions and special events to Wichita, City Council established a "Convention Promotion Contingency" allocation as part of the Tourism and Convention Fund in the annual budget. It is earmarked to fund special activities as deemed appropriate by the Bureau to approach City Council for approval. The dollar amounts for each event reflect committed financial support of that event. After reviewing with City staff, the GWCVB presents the attached 2009 Sponsorship list of \$115,000 contingency funding request to support the Bureau's efforts to sponsor a variety of events as outlined.

Analysis: The Contract for the current fiscal year was negotiated with City staff and representatives from the Greater Wichita Convention and Visitors Bureau. The results are a proposed 2009 contract with performance goals for the GWCVB outlined in “Exhibit B.” Exhibit B includes relevant and measurable goals in a performance matrix format. The Bureau continues to strive to exceed its base goals while working to secure larger conventions approximately every 5 years.

Financial Consideration: The 2009 Adopted Budget includes funding for GWCVB annual allocation in the amount of \$2,196,390 from the Tourism and Convention Fund. The Tourism and Convention Fund revenues are generated from a 6% transient guest tax on hotel and motel rooms in Wichita. The 2009 contract increases GWCVB allocation of \$218,880 or 11% to accommodate increased operating costs and a one-time \$75,000 funding support for marketing campaign development. The City agrees to advance the Bureau \$176,782.50 each month.

The Tourism and Convention Fund will also finance an additional payment of up to \$100,000 to the GWCVB, as a dollar for dollar match for private funds the Bureau raised in 2009 exceeding its baseline goal of \$200,000. The 2009 matching allocation is increased from \$75,000 in 2008. The Convention and Promotion Contingency funding of \$150,000 is also allocated in the T&C Fund to support GWCVB’s sponsorships of conventions and events.

Goal Impact: This project will impact “Economic Vitality,” due to Wichita’s economic development having a direct correlation to the vitality and success of the tourism and service industries. “Quality of Life” will also be impacted as the GWCVB helps promote attendance at various cultural attractions and events.

Legal Consideration: The contract has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the City Council approve the renewal of the 2009 Contract with the Greater Wichita Convention and Visitor’s Bureau and the Bureau’s 2009 Sponsorships request, and fund them from the 2009 Adopted Budget allocations within the Tourism and Convention Fund.

Attachment:

1. The 2009 Contract with GWCVB including Exhibit A and Exhibit B.
2. The 2009 Sponsorship funding list of conventions and events.

WICHITA CONVENTION AND TOURISM BUREAU, INC.

CONTRACT

THIS CONTRACT entered into this December 9, 2008 by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Wichita Convention and Tourism Bureau, Inc. (hereinafter referred to as the Delegate Agency).

WHEREAS, the City by Charter Ordinance has instituted a Transient Guest Tax, the revenues from which are available for expenditure for convention and tourism activities located within the City and County; and

WHEREAS, the City believes that as a result of professional, promotional sales and services, convention and tourism can be increased; and

WHEREAS, the City desires to engage the Delegate Agency to render certain itemized professional services and activities hereinafter described; and

WHEREAS, the Delegate Agency warrants that it employs, and throughout the duration of this contract will continue to employ, professional staff capable of providing those services and activities occurring within the City; and

WHEREAS, the Delegate Agency further warrants that it possesses the fiscal and administrative capability necessary to account for and to expend all City funds provided in compliance and conformance with the terms and conditions of this contract; and

WHEREAS, the City desires to generate new dollars in the Wichita area economy through the promotion of Wichita as a convention and visitor destination.

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Delegate Agency, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and outlined per Exhibit B.

In addition, Delegate Agency will support a joint marketing venture with other agencies receiving Transient Guest Tax funds and will not charge other City-affiliated museums or attractions such as, but not limited to, the Wichita Art Museum, Botanica, the Mid-America All-Indian Center, Old Cowtown Museum, Wichita-Sedgwick County Historical Museum, the Kansas Aviation Museum, and the Kansas African American Museum, fees to participate in Delegate Agency's marketing or membership activities.

SECTION 2. TIME OF PERFORMANCE. The services of the Delegate Agency are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion

in light of this contract through a period of twelve months ending no later than December 31, 2009

SECTION 3. RECORDS, REPORTS AND INSPECTION

A. Establishment and Maintenance of Records. The Delegate Agency shall establish and maintain records as prescribed by the City (with respect to all matters covered by this contract). Except as otherwise authorized by the City, the Delegate Agency shall retain such financial records for a period of three years after receipt of the final payment under this contract or termination of this contract.

B. Documentation of Costs. All costs with respect to the services per Exhibit B shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and Information. The Delegate Agency, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. The Delegate Agency will submit said reports on the date(s) designated by the City. In addition, the Delegate Agency will submit all regularly required reports as itemized on Exhibit B on the due dates established therein.

D. Audits and Inspections. The Delegate Agency shall at any time during normal business hours and as often as the City may deem necessary make available to the City for examination all of its records and data with respect to all matters covered by this contract and shall permit the City or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this contract. The Delegate Agency, within 120 days from the date of expiration of this contract shall furnish to the City an annual fiscal audit prepared by an independent Certified Public Accountant as to the compliance of all stipulations in this contract and its exhibits.

SECTION 4. CONFLICT OF INTEREST. Members of the Board of Directors of the Delegate Agency shall abstain from any action in regard to a pending matter before the Board of Directors that will affect any business in which such Trustee has a substantial interest as defined in K.S.A. 75-4301.

SECTION 5. DISCRIMINATION PROHIBITED. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or

any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, sex or age. (Reference Title VI of the Civil Rights Acts of 1964 Pub. L. 88-352). The Delegate Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements" as provided in Exhibit A attached hereto.

SECTION 6. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments with respect to the services per Exhibit B.

SECTION 7. ASSIGNABILITY. The Delegate Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. COPYRIGHTS. If this contract results in a book or other materials which may be copyrighted, the author is free to copyright the work, but the City reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted materials and all material which can be copyrighted. The Delegate Agency agrees to allow the City use of any and all books or materials, copyrighted or otherwise, which may pertain to marketing, managerial, or financial operations of the Delegate Agency.

SECTION 9. USE AND DISPOSITION OF PROPERTY.

A. Ownership During Usage by Agency. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

B. Disposition of Personal Property. In the case of termination of the funding or of any individual project activity, all personal property in the possession of the Delegate Agency or the Agency's representative(s) purchased with funds under this contract shall be returned to the City immediately upon the termination of the contract. The Delegate Agency shall be responsible for any item(s) that are included on the Agency's inventory list. If these items are not returned to the City, the Agency shall forthwith reimburse the City for the appraised value of said item(s) less reasonable depreciation as mutually agreed by the City and the Delegate Agency, unless otherwise specified in Exhibit B.

SECTION 10. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Delegate Agency relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total payments to the Delegate Agency will not exceed \$2,196,390, unless modified as provided herein.

C. Restriction on Disbursement. No transient guest tax funds shall be disbursed to a subcontractor of the Delegate Agency except pursuant to a written contract that incorporates by reference the general conditions of this contract.

E. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City; or if it is determined that the transient guest tax revenues are not sufficient to meet all budgeted services and activities of the total transient guest tax budgets which are established for the year under which this contract is in effect.

SECTION 11. TERMINATION CLAUSE. Upon breach of the contract by the Delegate

Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 15, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. Upon cancellation or termination of this contract no further funds shall be payable or paid hereunder; and all funds remaining in the possession of the Delegate Agency at the time the City gives the cancellation notice shall be forthwith returned to the City. Upon breach of the contract by the Delegate Agency, it shall be entitled to be reimbursed by the City for actual expenditures incurred under the Contract.

SECTION 12. AMENDMENTS.

A. Changes. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Delegate Agency mutually agree, changes in this contract may be effected by placing them in written form and incorporating them into this contract.

B. Budget Transfers. All budget transfers shall be approved and signed by all the signatories of the original contract if such a transfer shall substantially change the intent of the contract. Upon determination by the City Manager such an amendment should be presented to the City Council for approval, he shall place

the amendment on the City Manager's Agenda for consideration by that governing body.

SECTION 13. PERSONNEL AND SERVICES. All services required herein will be performed by the Delegate Agency under the direction of its Board of Directors or Directors.

SECTION 14. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of this contract.

SECTION 15. ANTI-TRUST LITIGATION. For good cause, and as consideration for execution of this contract, the Delegate Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Delegate Agency pursuant to this contract.

SECTION 16. APPENDICES. All exhibits referred in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

SECTION 17. INDEPENDENT CONTRACTOR. The Delegate Agency may negotiate directly for conventions, events and other bookings in order to generate room nights intended to generate a direct economic benefit for the local economy. In so doing, the Delegate Agency will be an independent contractor, and not the agent of the City. The Delegate Agency will not represent or imply to others that it possesses any agency authority on behalf of the City.

In support of the Delegate Agency's endeavors to obtain convention and similar bookings, the City may, from time to time, approve financial support and facilitate accommodations to the Delegate Agency, subject to availability of adequate funds properly budgeted and appropriated for this purpose.

EXHIBIT A Nondiscrimination and Equal Employment Opportunity Statement

EXHIBIT B Performance Criteria

IN WITNESS WHEREOF, the parties have executed this contract on the December 9, 2008

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

DELEGATE AGENCY

John Rolfe, President/CEO
Greater Wichita Convention &
Visitors Bureau, Inc.

Approved as to Form:

Gary E. Rebenstorf, Director of Law

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplies of the City, by whatever term identified herein, shall comply with the following Non-Discrimination—Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the Phrase, “Equal Opportunity Employer”, or a similar phrase to be approved by the “Kansas Human Rights Commission”;
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the “Kansas Human Rights Commission” in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the “Kansas Human Rights Commission” which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Exempted from these requirements are: (State of Kansas)

1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.
2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.
3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.

D. Provisions of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

- Code
1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, “disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification”, national origin, ancestry or marital status. The vendor supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Rights and Services Board of the City of Wichita, Kansas, “Civil Rights and Services” in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, “disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification”, national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, “Equal Opportunity Employer”, or a similar phrase that is deemed acceptable by the “Wichita Civil Rights and Services Board”;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations and the orders issued by the Board pursuant thereto, and will permit access to books, records and procedures concerning employment relations by the “Civil Rights and Services Board” of said City for the purpose of investigation to ascertain compliance with Non-Discrimination – Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the Board in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor, supplier, contractor or subcontractor;
4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination – Equal Employment Opportunity under a decision or order of the “Civil Rights and Services Board” of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be canceled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;
5. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 4 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

E. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement which is covered by the provisions of Section 2.12.908 of the Code of the City of Wichita, Kansas, shall prior to entering into such contract, purchase order or agreement, submit to the “Civil Rights and Services Board” of the City of Wichita, Kansas, a preliminary report on forms provided by the Board concerning Non-Discrimination – Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:
 - a. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

- b. The provisions of Section 2.12.908 shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.
- c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.

F. Failure of any contractor, subcontractor, vendor or supplier to report to the “Kansas Human Rights Commission” as required by K.S.A. 1976 Supp. 44-1031, as amended, or to the “Civil Rights and Services Board” of the City of Wichita as required by 2.12.908, of the Code of the City of Wichita, Kansas; or being found guilty of a violation of the City’s Ordinances, State Statutes, or Federal Statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

Published in the Wichita Eagle on December , 2008

RESOLUTION NO. 08-

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS ESTABLISHING LICENSING FEES FOR
COMMUNITY EVENTS.

WHEREAS, the City of Wichita, Kansas, recognizes that substantial community benefits
may result from community events.

WHEREAS, the City has established ordinances to provide a coordinated process for
managing community events occurring on public and private property.

WHEREAS, pursuant to Section 3.10.070 of the Code of the City of Wichita, the Wichita
City Manager has established a schedule of fees for community events.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF WICHITA, KANSAS AS FOLLOWS:

The fees set forth below are hereby approved for all community events occurring after
January 1, 2009.

1. (a) Single Day Community Event Permit Fee

events with attendance 250 or less	\$ 25.00
events with attendance 250 – 1000	\$ 50.00
events with attendance above 1,000	\$100.00

(b) Multiple Day Community Event Permit Fee:

Two – Three Days	\$200.00
Four or More Days	\$500.00
	4 or more
<u>1-3 day event</u>	<u>day event</u>

2. Licensing Package for Community Events:
such fee shall include the following permits
and licenses:

(a)	5 Banner permits 5 Permits for Tents 5 Transient Merchant Licenses 1 Cabaret License 1 Outdoor Dance License Community Event Permit Fee	\$ 200.00	\$ 100.00
(b)	10 Banner permits 10 Permits for Tents 10 Transient Merchant Licenses 1 Cabaret License 1 Outdoor Dance License Community Event Permit Fee	\$ 400.00	\$ 200.00
(c)	30 Banner permits 30 Permits for Tents 30 Transient Merchant Licenses 1 Cabaret License 1 Outdoor Dance License Community Event Permit Fee	\$ 600.00	\$ 300.00
(d)	50 Banner permits 50 Permits for Tents 50 Transient Merchant Licenses 1 Cabaret License 1 Outdoor Dance License Community Event Permit Fee	\$1,000.00	\$ 500.00
(e)	100 Banner permits 100 Permits for Tents 100 Transient Merchant Licenses 1 Cabaret License 1 Outdoor Dance License Community Event Permit Fee	\$1,500.00	\$ 750.00
(f)	Over 100 Banner permits Over 100 Permits for Tents Over 100 Transient Merchant Licenses 1 Cabaret License 1 Outdoor Dance License Community Event Permit Fee	\$2,000.00	\$1,000.00

3. Any and all additional permits or licenses required for a community event shall require the appropriate application and payment of any additional licensing fees necessary.

4. Any and all rental fees and deposits for use of city-owned facilities required for a community event, shall be paid in addition to the licensing fees set forth above.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS,
this 2nd day of December, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf
Director of Law and City Attorney

**City of Wichita
City Council Meeting
December 9, 2008**

TO: Mayor and City Council Members

SUBJECT: Approve Resolution establishing licensing fee structure for Community Events pursuant to Chapter 3.10 of the Code of the City of Wichita.

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve resolution.

Background: On June 13, 2006 the City Council passed ordinances establishing an approval process for community events. The ordinances provided that a schedule of fees was to be established by the City Manager for approval by the City Council. In 2008 revisions are proposed to create consistency for all community events within the City.

Analysis: The proposed amended Resolution establishes a filing fee of twenty-five dollars per day for community events with attendance of two-hundred fifty or less, fifty dollars per day for community events with attendance of two-hundred fifty to one thousand, and one-hundred dollars for community events with attendance above one thousand. The Resolution also establishes multiple day community event permit fees which include eight options for various permits and licensing depending on the estimated attendance of the event.

Financial Consideration: The amended resolution has been reviewed by the Finance Department and have been approved as to form.

Goal Impact: Quality of Life. The proposed amended fee structure will provide incentives to event promoters to sponsor community events within the City.

Legal Consideration: The amended resolution has been prepared and reviewed by the Law Department and have been approved as to form.

Recommendation/Actions: Approved the resolution.

Attachments: Resolution.

Published in the Wichita Eagle on December 12 , 2008

RESOLUTION NO. 08-538

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS ESTABLISHING LICENSING FEES FOR
COMMUNITY EVENTS.

WHEREAS, the City of Wichita, Kansas, recognizes that substantial community benefits
may result from community events.

WHEREAS, the City has established ordinances to provide a coordinated process for
managing community events occurring on public and private property.

WHEREAS, pursuant to Section 3.10.070 of the Code of the City of Wichita, the Wichita
City Manager has established a schedule of fees for community events.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF WICHITA, KANSAS AS FOLLOWS:

The fees set forth below are hereby approved for all community events occurring after
January 1, 2009.

1. (a) Single Day Community Event Permit Fee

events with attendance 250 or less	\$ 25.00
events with attendance 250 – 1000	\$ 50.00
events with attendance above 1,000	\$100.00

(b) Multiple Day Community Event Permit Fee:

Two – Three Days	\$200.00
Four or More Days	\$500.00
	4 or more
<u>1-3 day event</u>	<u>day event</u>

2. Licensing Package for Community Events:
such fee shall include the following permits
and licenses:

(a)	5 Banner permits 5 Permits for Tents 5 Transient Merchant Licenses 1 Cabaret License 1 Outdoor Dance License Community Event Permit Fee	\$ 200.00	\$ 100.00
(b)	10 Banner permits 10 Permits for Tents 10 Transient Merchant Licenses 1 Cabaret License 1 Outdoor Dance License Community Event Permit Fee	\$ 400.00	\$ 200.00
(c)	30 Banner permits 30 Permits for Tents 30 Transient Merchant Licenses 1 Cabaret License 1 Outdoor Dance License Community Event Permit Fee	\$ 600.00	\$ 300.00
(d)	50 Banner permits 50 Permits for Tents 50 Transient Merchant Licenses 1 Cabaret License 1 Outdoor Dance License Community Event Permit Fee	\$1,000.00	\$ 500.00
(e)	100 Banner permits 100 Permits for Tents 100 Transient Merchant Licenses 1 Cabaret License 1 Outdoor Dance License Community Event Permit Fee	\$1,500.00	\$ 750.00
(f)	Over 100 Banner permits Over 100 Permits for Tents Over 100 Transient Merchant Licenses 1 Cabaret License 1 Outdoor Dance License Community Event Permit Fee	\$2,000.00	\$1,000.00

3. Any and all additional permits or licenses required for a community event shall require the appropriate application and payment of any additional licensing fees necessary.

4. Any and all rental fees and deposits for use of city-owned facilities required for a community event, shall be paid in addition to the licensing fees set forth above.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS,
this 2nd day of December, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf
Director of Law and City Attorney

**City of Wichita
City Council Meeting
December 9, 2008**

TO: Mayor and City Council Members

SUBJECT: Amend Chapter 3.11 of the Code of the City of Wichita pertaining to street closures associated with Community Events.

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Place ordinances on first reading.

Background: On June 13, 2006 the City Council passed ordinances establishing an approval process for community events. The ordinance requires any street closure necessary as part of a community event must be approved by the City Council prior to the issuance of the Community Event Permit.

Analysis: The proposed amendments set forth criteria and notification requirements for street closures, clarify that certain neighborhood events do not need to comply with the community event process and address procedural issues which have developed with the processing of applications.

Financial Consideration: None

Goal Impact: Quality of Life. The proposed amended community events ordinance will provide a coordinated process for managing community events occurring on public and private property within the City.

Legal Consideration: The amended ordinance has been prepared and reviewed by the Law Department and have been approved as to form.

Recommendation/Actions: Place the ordinances on first reading.

Attachments: Amendments to Chapter 3.11

First Published in The Wichita Eagle on _____

DELINEATED
04/02/2008

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3.11.150 OF THE CODE OF
THE CITY OF WICHITA, KANSAS, PERTAINING TO STREET
CLOSURES AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS:

Section 1. Section 3.11.150 of the Code of the City of Wichita, Kansas, is hereby
amended to read as follows:

"Street closures. (a) Any street closures requested by a
licensee or which are necessary as part of a community event permit
application must be approved by the City Council prior to the issuance of
the Community Event Permit by the Community Events Coordinator.

(b) The following requirements must be met before a street
closure is approved:

1. The applicant must submit to the community events
coordinator a written request for the street closure at least twenty-
four (24) days prior to the date of the proposed street closure.
2. The applicant is responsible for attempting to secure
the cooperation of all property owners/residents affected by the

street closing and will provide proof that all property owners/residents have been notified by attaching to the application a statement signed by all affected property owners/residents listing the name, address and telephone number of the person contacted expressing their approval or disapproval of the street closure. Failure to notify any property owners/residents may result in the denial of the application or require a change in the scheduled closing date.

3. The applicant must be the responsible party for the event.

4. The applicant will provide a sketch of the street area indicating the area to be closed and the location of all properties adjacent to the area being closed.

5. The closure of the street affected by the event must not cause a significant hardship to pedestrian or vehicular traffic. Alternative routes must be available for public and emergency vehicles.

6. The applicant is responsible for obtaining and placing barricades for the street closure, and for removing the barricades promptly after the event is concluded.

7. The applicant must, promptly after the conclusion of the event, clean the right-of-way to its condition prior to the street closure.

8. The applicant must allow city personnel, emergency vehicles and police officers to lawfully enter the area. Orders or directions given by police or fire officials in the lawful discharge of their duties must be obeyed.”

SECTION 2. The original of Section 3.11.150 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

**City of Wichita
City Council Meeting
December 9, 2008**

TO: Mayor and City Council Members

SUBJECT: Amend Chapter 3.11 of the Code of the City of Wichita relating to Community Events and repeal Chapter 3.14 pertaining to the Wichita River Festival

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Place ordinances on first reading.

Background: On June 13, 2006 the City Council passed ordinances establishing an approval process for community events. These ordinances did not include River Festival Activities, as festival activities were governed by a separate ordinance, Chapter 3.14. Amendments are necessary to have all festivals governed by the same ordinances and requirements and to clarify which events must comply with the community event process.

Analysis: The proposed amendments set forth criteria and notification requirements for street closures, clarify that certain neighborhood events do not need to comply with the community event process and address procedural issues which have developed with the processing of applications. Chapter 3.14 pertaining to the Wichita River Festival is repealed bringing all community events under the requirements of Chapter 3.11.

Financial Consideration: None

Goal Impact: Quality of Life. The proposed amended community events ordinance will provide a coordinated process for managing community events occurring on public and private property within the City.

Legal Consideration: The amended ordinance have been prepared and reviewed by the Law Department and have been approved as to form.

Recommendation/Actions: Place the ordinances on first reading.

Attachments: Amendments to Chapter 3.11

First Published in The Wichita Eagle on _____

DELINEATED

10/21/08

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 3.11.020, 3.11.060, 3.11.080, 3.11.090 AND 3.11.110 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COMMUNITY EVENTS AND REPEALING THE ORIGINALS OF SECTIONS 3.11.020, 3.11.060, 3.11.080, 3.11.090 AND 3.11.110 AND CHAPTER 3.14 PERTAINING TO THE WICHITA RIVER FESTIVAL.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 3.11.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Definitions. (a) 'Community event' means:

(1) an outdoor event on City-owned property with an expected attendance of fifty (50) or more persons, organized for a particular and limited purpose and time;

(2) outdoor events on private property or which occur in City of Wichita parks with an expected attendance of two hundred fifty (250) or more people, organized for a particular and limited purpose and time.

Such events shall include, but not be limited to: fun runs, roadway foot races, fundraising walks, bikeathons, carnivals, festivals, community celebrations, shows, exhibitions, circuses and fairs. Such term shall not

include events, other than fun runs or races, occurring solely on sidewalks or public rights-of-way immediately adjacent to public streets.

(b) Exceptions.

The provisions of this chapter shall not apply to:

1. Community events conducted by the City of Wichita ~~or events regulated by Chapter 3.14 of the Code of the City of Wichita.~~

2. Events consisting only of a parade, whether regulated or exempted by the provisions of Section 3.13.020 of the Code of the City of Wichita.

3. Funeral processions as regulated by Chapter 3.74 of the Code of the City of Wichita.

4. Outdoor events occurring at amusement parks licensed pursuant to Chapter 3.20 of the Code of the City of Wichita.

5. Social or political protests, rallies, gatherings, assemblies, or vigils occurring on public property, which consist solely of the displaying of signs or banners, singing and the delivering of speeches.

6. Outdoor events conducted entirely on the property of a museum, educational or religious institution, such institution must be organized under Internal Revenue Code Section 501(c)(3) and recognized as a public charity or private foundation established for a religious, educational, charitable, scientific, literary, or public safety purpose.

7. Outdoor events held at a members-only facility ~~at which the only participants are the members (and their invited nonpaying guests)~~ and where no extraordinary police services are required.

8. Events held entirely inside the Lawrence-Dumont Stadium.

9. Farmers Markets licensed pursuant to Chapter 3.94 of the Code of the City of Wichita.

10. Auctions as regulated by Chapter 3.36 of the Code of the City of Wichita.

11. Garage or Miscellaneous sales as regulated by Chapter 3.44 of the Code of the City of Wichita.

12. Performances of Street Performers as defined and regulated by Chapter 10.36 of the Code of the City of Wichita.

13. Sporting events, contests, practices or tournaments occurring at sport complexes or playing fields where the scope of the event is limited to the sporting event for which the property is designed to be utilized.

14. Events held at a private residence or in a residential neighborhood where no admission is charged, ~~the event is not open or advertised to the public,~~ and no extraordinary police services are required.

15. Outdoor events conducted entirely on the property of public or private schools, colleges or universities, where no extraordinary police services are required.”

(c) 'Community Event Coordinator' means the Manager of Arts and Cultural Services or his or her designee.

(d) 'Community Event Promoter' means the person who is directly responsible for organizing and/or conducting the event.

(e) 'Extraordinary police services' means responsive police services which are in addition to and in excess of the normal police services provided to the location or off-site as a direct result of the event.

(f) 'Person' shall mean a natural person or a legal entity such as, but not limited to an individual, firm, association, joint stock company, partnership or corporation."

SECTION 2. Section 3.11.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Application. (a) To receive a community event permit, the event promoter must ~~complete and~~ file a completed community event application with the Manager of Arts and Cultural Services, or other designated representative, on a form provided by the City. Incomplete applications will not be accepted. The applicant must provide the following information:

(1) The type of proposed use, event, or activity; i.e., fun run, carnival, festival;

(2) The street or other public or private property and the specific area or areas thereof which will be utilized in connection with the proposed use, event, or activity;

(3) The date or dates and the specific times thereof, including set-up and tear-down, that the public property is to be utilized for the described use, event, or activity;

(4) The name, address and telephone number of the person, entity or organization sponsoring or conducting the proposed event;

(5) The name, address and telephone number of the person or persons to be contacted regarding the application or permit;

(6) The number of past participants who attended previous events sponsored by the applicant, if available;

(7) The maximum number of persons which the applicant shall permit to attend at any time;

(8) Whether alcohol or cereal malt beverages will be available at the event;

(9) The applicant shall submit a site plan which includes:

(a) Any plans for fencing, and the size and location of the gates contained in such fence;

(b) The plans for supplying potable water, including the source, amount available and location of outlets;

(c) The placement of any stages;

(d) A map of the event identifying any and all street closures and placement of any barricades, with a designation of the types of barricades to be used;

(e) The plans for providing toilet and lavatory facilities, including the source, number and location, type, and the means of disposing of waste deposited;

(f) The plans for collection and disposing of solid waste material;

(g) The plans, if any, to illuminate the location of the community event, including the source and amount of power and the location of lamps;

(h) The plans for parking vehicles, including size and location of lots, points of highway access and interior roads including routes between highway access and parking lots and any shuttle service;.

(i) The plans for sound and sound amplification, if any, including number, location and power of amplifiers and speakers;

(j) The placement and size of any signage for the event;

(k) The plans for seating, tables, bleachers or seating facilities;

(l) The plans, ~~and~~ location, and fencing for any beer gardens or other areas serving cereal malt beverages;

(m) The plans for electrical power and generators, if applicable;

(n) The plans and location of any tents or canopies and the size of any such tent or canopy.

(o) The plans and location of any portable amusement park or inflatable rides.

(p) The plans and locations, if any, where alcohol or cereal malt beverage will be sold or consumed.

(10) Security. All security must be provided by certified law enforcement officers and/or approved private security firms licensed pursuant to Chapter 3.72 of the Code of the City of Wichita. The applicant shall be responsible for all costs incurred in providing security for the event;

(11) The plans for food and beverage concessions and concessionaires who will be allowed to operate on the grounds, including the names and addresses of all concessionaires and their license or permit numbers, if applicable;

(12) The plans and specific description for each of any other type of vendor or amusement or entertainment provider who will be allowed to operate on the grounds, including the names and addresses of such vendors and their license or permit numbers, if any;

(13) Proof of liability insurance for the event as required by Section 3.11.130;

(14) Receipt for payment of the application fee as set forth in Section 3.11.070.

(b) The Chief of Police shall establish a formula for determining the minimum number of officers necessary to provide adequate security for the event. The criteria set forth by the Chief shall be the sole criteria utilized in determining the security necessary for the specific event. In establishing the formula, the following criteria shall be utilized by the Chief of Police:

- (1) Number of event participants;
- (2) Number of past event participants, if available;
- (3) Whether alcohol is served or sold at the event;
- (4) The time and duration of the event;
- (5) Location or venue of the event;
- (6) Number of street closures required for the event;
- (7) Number of private security officers employed for the event;
- (8) Whether admission is charged for the event;
- (9) Size of area where alcohol is served;
- (10) Means of ingress and egress to the event.

In determining the amount of officers needed to provide security for an event, the Chief of Police shall not consider the content of the applicant's speech, the measure of hostility likely to be created by the applicant's speech or the response of others who may oppose the event.

(c) All applications must be complete and submitted in accordance with the time limits established by Section 3.11.070."

SECTION 3. Section 3.11.080 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Review Process. Subject to Section 3.11.090, the Community Events Coordinator shall approve a community event permit if it is determined that all of the following criteria have been met:

(a) The event will not obstruct the operation of emergency vehicles or equipment in or through the particular permit area;

(b) The proposed event does not present a safety, noise, or traffic hazard;

(c) The proposed event conforms to regulations regarding the use or allowable number of participants for the proposed venue, location, or site; and

(d) The proposed event does not violate any provisions of the Code of the City of Wichita, the laws of the State of Kansas or the laws of the United States.

(e) If the proposed event is to occur on park property, the event conforms to regulations of the Board of Park Commissioners.

(f) If the event requires the closure of public streets, such street closures have been approved by the City Council.

(g) If the event requests exclusive use of A. Price Woodard Park, such request have been approved by the City Council pursuant to Section 9.04.180 of the Code of the City of Wichita.

~~(d)~~ (h) In deciding whether to approve an application, no consideration may be given to the message of the event, the content of speech, the identity or

associational relationships of the applicant, or to any assumptions or predictions as to the amount of hostility which may be aroused in the public by the content of speech or message conveyed by the event.”

SECTION 4. Section 3.11.090 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Denial/Revocation of Permit. The Community Events Coordinator shall deny an application for a Community Events Permit if he or she finds any of the following:

(a) One or more of the approval criteria specified in Section 3.11.080 is not met;

(b) The applicant has knowingly made a false, misleading or fraudulent statement of fact to the City in the application process;

(c) The application is incomplete or does not contain the information required by this Chapter;

(d) The application does not satisfy the requirements of this Chapter or administrative regulations adopted by the Community Events Coordinator;

(e) The applicant fails to comply with any conditions of approval including, but not limited to:

(1) Remittance of fees, charges or deposits,

(2) Proof of liability insurance required,

(3) Obtaining all other permits and licenses as required by the City Code for the proposed event.

(f) The applicant, in the last five years, has had a previous community event permit revoked for failure to comply with the terms or conditions of the permit, or for violations of the ordinances of the City of Wichita.

(g) The applicant, in the last five years, has organized a community event which did not conform to the plans and application submitted to the Community Events Coordinator or which failed to comply with any conditions for such event placed on the event by the Community Event Coordinator.

(h) The proposed event would be in violation of the Code of the City of Wichita, the laws of the State of Kansas or the laws of the United States.

(i) The event fails to conform to regulations regarding the use and allowable number of participants for the proposed venue, location or site.

(j) The proposed event fails to conform to regulations adopted by the Board of Park Commissioners.

The applicant shall be notified of the denial in writing. The denial shall set forth the specific reasons for the denial of the application.”

SECTION 5. Section 3.11.110 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“**Appeal.** Any applicant for a permit under this chapter who has been administratively denied the issuance of a permit by the Community Events Coordinator shall have a right of appeal from the denial to the Wichita City Council by filing a written request therefor with the City Clerk. The notice of appeal must be filed with the City Clerk within five business days of the denial of

such permit application. The appeal shall be heard at the next regularly scheduled meeting of the Council.

The City Council may approve the denial, overrule the denial or modify the request for the permit.

The Council's decision may be appealed to the Eighteenth Judicial District Court of the State of Kansas pursuant to K.S.A. 60-2101."

SECTION 6. The originals of Sections 3.11.020, 3.11.060, 3.11.080, 3.11.090 and 3.11.110 and the original of Chapter 3.14 of the Code of the City of Wichita are hereby repealed.

SECTION 7. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

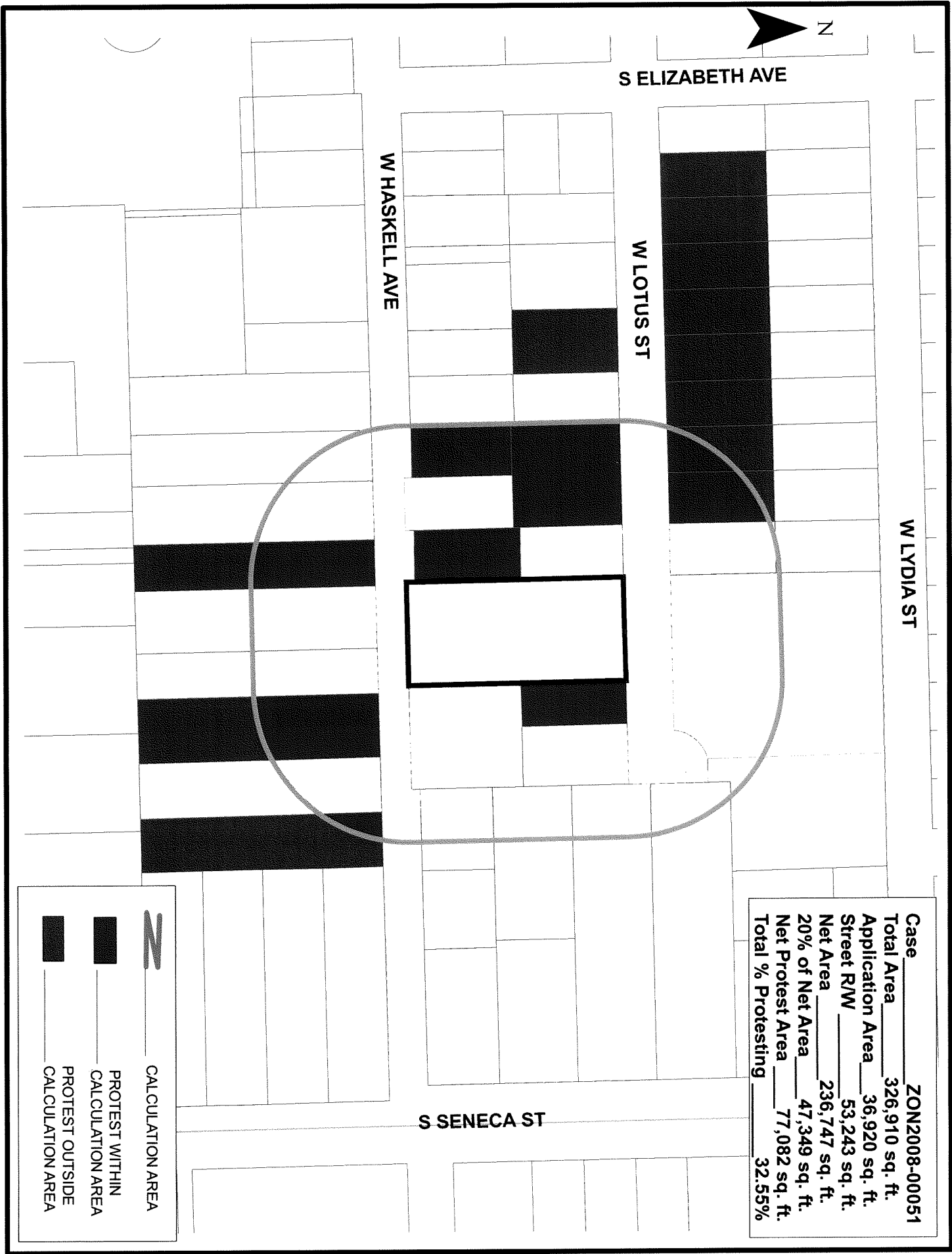
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law



ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

A tract beginning 40 rods North and 34 rods West of the Southeast corner of the Southeast Quarter of Section 31, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North 20 rods; thence West 8 rods; thence South 20 rods; thence East 8 rods to the point of beginning; except the South 30 feet thereof for road purposes., Wichita, Sedgwick County, Kansas.

Case No. ZON2008-00051

Zone change from SF-5 Single-family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") subject platting within one-year on property described as:

A tract beginning 40 rods North and 34 rods West of the Southeast corner of the Southeast Quarter of Section 31, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North 20 rods; thence West 8 rods; thence South 20 rods; thence East 8 rods to the point of beginning; except the South 30 feet thereof for road purposes, Wichita, Sedgwick County, Kansas; generally located north of Pawnee Avenue, west of Seneca Street, between Lotus Street and Haskell Avenue.

SUBJECT TO PLATTING WITHIN A YEAR OF APPROVAL BY THE GOVERNING BODY

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT OF THE NOVEMBER 6, 2008 MAPC HEARING

Case No.: ZON2008-51 -Ledgestone Homes, Inc., (applicant/owner); Ruggles & Bohm, P.A., c/o Chris Bohm, P.A., c/o Chris Bohm (agent) Request City zone change from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

A tract beginning 40 rods North and 34 rods West of the Southeast corner of the Southeast Quarter of Section 31, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North 20 rods; thence West 8 rods; thence South 20 rods; thence East 8 rods to the point of beginning; except the South 30 feet thereof for road purposes. Generally located north of Pawnee Avenue, west of Seneca Street, on the north side of Haskell Avenue (1328 W. Haskell).

BACKGROUND: The applicant requests a zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-Family Residential (“TF-3”) on an approximately 0.85-acre unplatted tract. The site is currently developed as a single-family residence with several accessory buildings. The applicant proposes to redevelop the site with duplexes.

The immediate area is characterized by SF-5 zoned single-family residences, built from the late 1920s through the 1970s; the single-family residence on the subject tract appears to be the oldest, built 1920, in the immediate neighborhood. An exception to the neighborhood’s SF-5 zoning is a TF-3 zoned single-family residence (1945), abutting the northeast side of the subject tract; there is no record of a zone change on this TF-3 property, based on records dating back to 1953. The 0.85-acre subject tract appears to be the largest single-family residential property in the neighborhood. The subject tract extends from Haskell Avenue on its south side, to Lotus Street on its north side. Both Haskell and Lotus are residential streets. Lotus ends in a cul-de-sac on its east side, approximately 80 feet from the subject tract. Haskell intersects with Seneca Street, a principal arterial, on its east end, approximately 1/8-mile from the subject tract. There is also a vacant B Multi-family Residential (“B”) zoned portion of a platted lot located approximately 180 feet east of the site.

There are LC Limited Commercial (“LC”) zoned office, retail and fast food developments at the Haskell – Seneca intersection, with the west side of Seneca being stripped out from Alley Park to the southwest side of Pawnee. These sections of Lotus and Haskell do not intersect directly or indirectly with an arterial or a collector on their west ends.

The subject tract will have to be platted. The TF-3 zoning district requires a minimum 6,000-square foot lot, 35 feet wide for a duplex.

CASE HISTORY: The site is located in an area that was annexed into the City of Wichita between the years 1951 - 1960.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Church, single-family residences
SOUTH:	SF-5	Single-family residences
EAST:	SF-5, TF-3, B	Single-family residences, vacant lot
WEST:	SF-5	Single-family residences, vacant lot

PUBLIC SERVICES: The subject tract has access to both Haskell Avenue on its south side and to Lotus Street on its north side, both classified as residential streets. This portion of Lotus is paved and curbed with 60 feet of right-of-way (ROW), which ends in a cul-de-sac on its east side, approximately 80

feet from the subject tract. This portion of Haskell is paved and curbed with 40 feet of ROW along the subject tract's frontage. The block of Haskell located between Seneca Street and Elizabeth Avenue has an irregular pattern of 40 to 50 feet of ROW. Current Subdivision Code standards for a residential street require 60 feet of right-of-way. The 2030 Transportation Plan shows no change to any of the above-mentioned streets' status. The nearest traffic counts are at the Pawnee Avenue and Seneca intersection (both principal arterials) and they range from 18,308 to 22,465 average trips per day. Public water, sewer service and all other utilities are available to serve the site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan designates this area as appropriate for "Urban Residential" development. The Urban Residential category includes all housing types found in the municipality, including duplexes. The Comprehensive Plan contains the following objective: encourage residential redevelopment, infill, and higher density residential development, which maximize the public investment in existing and planned facilities and services. The objective is intended to be achieved through several strategies, including using zoning as tools to promote mixed-use development, higher density residential environments, and appropriate buffering. The proposed TF-3 zoning will promote redevelopment of the largest residential property (0.85-acres) in the area and replace the oldest single-family residence (1920) with a higher density residential development, duplexes, which maximize the public investment in existing and planned facilities and services. However no buffering is required by the Unified Zoning Code (UZC) between single-family residential use and duplex use. An abutting property is zoned TF-3, but is developed as a single-family residence, therefore the proposed TF-3 zoning does not introduce TF-3 zoning into the area.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to platting within a year.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The immediate area is characterized by SF-5 zoned single-family residences, built from the late 1920s through the 1970s; the single-family residence on the subject tract appears to be the oldest, built 1920, in the immediate neighborhood. The exceptions to the neighborhood's SF-5 zoning is a TF-3 zoned single-family residence (1945), abutting the northeast side of the subject tract and a B zoned vacant property, located approximately 180 feet east of the site.
2. **The suitability of the subject property for the uses to which it has been restricted:** The 0.85-acre unplatted tract is zoned SF-5 and is currently developed as a single-family residence with several accessory buildings. The tract could continue to be used as single-family residential. The size of the tract could allow subdivision of the site into a minimum of four (4) single-family residential lots, two with frontage on Haskell Avenue and two with frontage on Lotus Street.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** There is another TF-3 zoned lot abutting the northeast side of the subject tract, but it is developed as a single-family residence. It is also the only TF-3 zoned property within a ½-mile of this neighborhood. The stated purpose of the requested TF-3 zoning is to allow the redevelopment of the subject tract into duplexes, which would introduce duplexes into the neighborhood. Typical concerns expressed by neighbors in regards to duplex development is declining property values of the neighborhood brought on by poor maintenance of what is typically rental housing, i.e., the duplexes. Poor maintenance of rental property is not an absolute, nor is there any guarantee that a single-family residence will be properly maintained by its owner, who may or may not be residing in the single-family residence. At the very least, a remedy for poor maintenance of a property can be addressed through Code Enforcement.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan designates this area as appropriate for “Urban Residential” development. The Urban Residential category includes all housing types found in the municipality, including duplexes. The Comprehensive Plan contains the following objective: encourage residential redevelopment, infill, and higher density residential development that maximize the public investment in existing and planned facilities and services. The objective is intended to be achieved through several strategies, including using zoning as tools to promote mixed-use development, higher density residential environments, and appropriate buffering. The proposed TF-3 zoning would promote redevelopment of the largest residential property (0.85-acres) in the area and replace the oldest single-family residence (1920) with a higher density residential development, duplexes, which maximize the public investment in existing and planned facilities and services.
5. Impact of the proposed development on community facilities: Community facilities should not be adversely impacted due to the minor increase in density.

WILLIAM LONGNECKER, Planning Staff presented the Staff Report. He said DAB IV approved the duplex zoning 4-2.

CHRIS BOHM, RUGGLES AND BOHM, ON BEHALF OF THE APPLICANT, said the developer is eager to develop this lot to the highest standard and its fullest potential. He indicated that there is duplex zoning next door to the lot, B Multi-family Residential zoning to the south and LC Limited Commercial near Seneca. He said they believe this is good use of the area.

DAVE UNRUH, 1401 LOTUS STREET said he lived two blocks down from the location on a cul-de-sac. He commented that the street is pretty quiet and that there are young families with small children in the area. He said he disapproves of the requested duplex zoning because he believes it will bring more traffic into the area, which will be dangerous for the kids. He said this also has the potential to bring down property values.

BILL ARENS, 1307 HASKELL also commented that it is a pretty quiet street. He said he has seven signed petitions, but that some of the people are working and could not come to the meeting to be heard. He said this is a busy street as it is and bringing in duplexes will mean more people and that much more traffic. He said there are young kids that play in the street and they don’t need that extra traffic. He said this is a residential area and they don’t need traffic coming into the area.

HILLMAN asked **MR. ARENS** if he presented his concerns at the DAB IV meeting.

MR. ARENS responded yes.

HILLMAN commented that DAB IV still voted for approval of the application.

CHRIS BOHM commented that with the 20 homes in the area, excluding the church, that probably equals 10 trips a day and that the two lots will only add 20 more trips to the 200. He said the church probably offsets that on the weekends. He stated that they were planning on putting two duplexes on the Lotus side, keeping the existing single-family residence on the Haskell side and putting a duplex next to it.

FOSTER clarified that there was access to the lot from both the north and south.

BOHM said that was correct.

JOHNSON commented that if the lot is 37,000 square feet, than it is conceivable to have 6 single- family lots at the location.

MILLER said the minimum single-family lot size is 5,000 square feet.

LONGNECKER added that there was also a 50-foot minimum lot width for SF-5 zoning, and that even with a 10% reduction of it by administrative adjustment, there could only be four single-family lots on the site.

JOHNSON clarified that the applicant was going to be put a total of six units, while keeping the single-family residence, which would be three more units than would be permitted with the current zoning.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, **HILLMAN** seconded the motion, and it carried (10-0).

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-00051 – Zone change from SF-5 Single-family Residential (“SF-5”) to TF-3 Two-family Residential (“TF-3”); generally located north of Pawnee Avenue, west of Seneca Street, between Haskell Avenue and Lotus Street. (District IV)

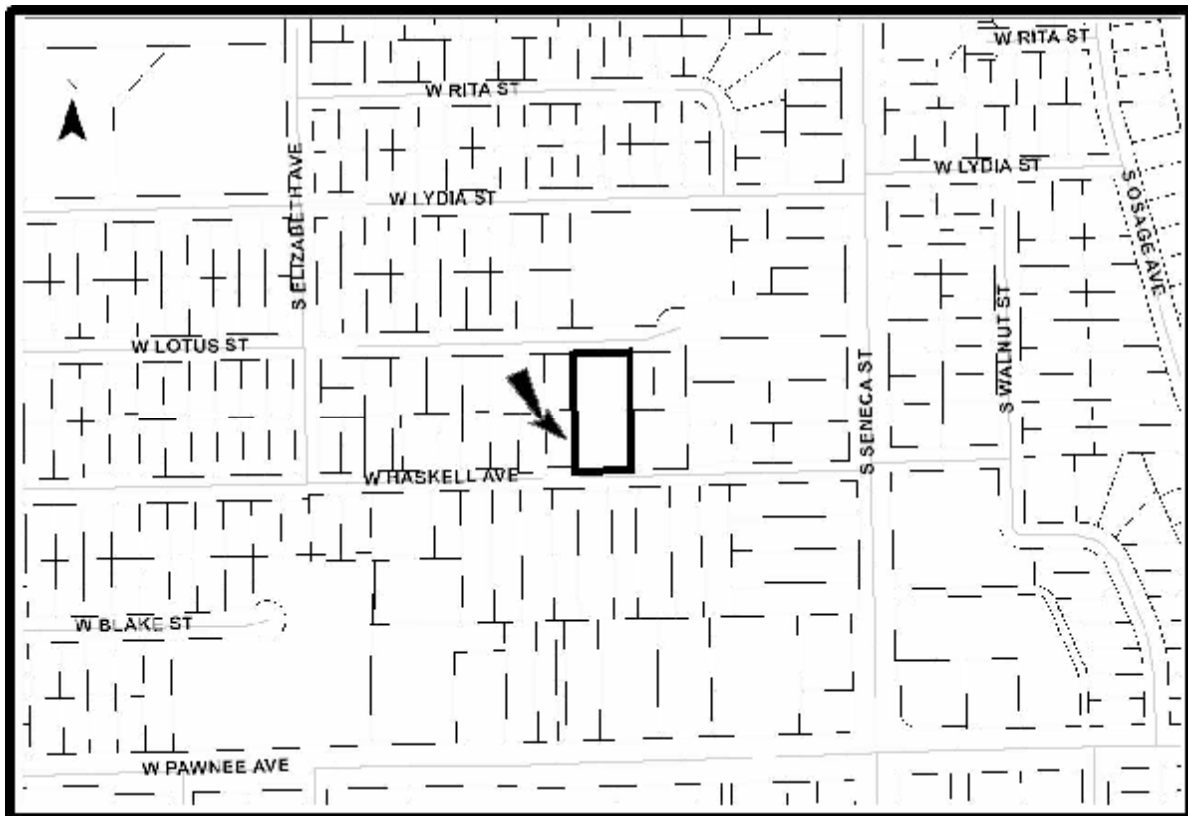
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve (10-0), subject to platting within one year.

MAPD Staff Recommendations: Approve, subject to platting within one year.

DAB Recommendations: Approve (4-2), subject to platting within one year.



Background: The applicant requests a zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-Family Residential (“TF-3”) on an approximately 0.85-acre, unplatted tract. The site is currently developed as a single-family residence with several accessory buildings. The applicant proposes to redevelop the site with duplexes.

The immediate area is characterized by SF-5 zoned single-family residences built from the late 1920s through the 1970s. The single-family residence on the subject tract appears to be the oldest residence (built 1920) in the immediate neighborhood. An exception to the neighborhood’s SF-5 zoning is a TF-3 zoned single-family residence (1945) abutting the northeast side of the subject tract. There is no record of a zone change on this TF-3 property based on records dating back to 1953. The 0.85-acre subject tract appears to be the largest single-family residential property in the neighborhood. The subject tract extends from Haskell Avenue on its south side to Lotus Street on its north side. Both Haskell and Lotus are residential streets. Lotus ends in a cul-de-sac on its east side, approximately 80 feet from the subject tract. Haskell intersects with Seneca Street, a principal arterial, on its east end, approximately 1/8-mile from the subject tract. There is also a vacant B Multi-family Residential (“B”) zoned portion of a platted lot located approximately 180 feet east of the site.

There are LC Limited Commercial (“LC”) zoned office, retail and fast food developments at the Haskell and Seneca intersection with the west side of Seneca being stripped out from Aley Park to the southwest side of Pawnee. These sections of Lotus and Haskell do not intersect directly or indirectly with an arterial or a collector on their west ends.

The subject tract will have to be platted. The TF-3 zoning district requires a minimum 6,000-square foot lot, 35 feet wide for a duplex.

Analysis: DAB IV considered this request at their November 5, 2008 meeting and recommended approval (4-2), subject to platting within a year. Multiple citizens spoke at the DAB meeting, protesting the request.

The MAPC considered this request at their November 6, 2008 meeting and unanimously approved it (10-0), subject to platting within a year. Multiple citizens spoke at the MAPC meeting protesting the request.

Protests equaling 32.55 percent were submitted, which triggers a ¾ majority vote by the Council to override neighborhood protest. There were also other properties outside the protest radius that objected to the requested TF-3 zone change.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year; withhold the publication of the ordinance until the plat is recorded; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. 48-140

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

A tract beginning 40 rods North and 34 rods West of the Southeast corner of the Southeast Quarter of Section 31, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North 20 rods; thence West 8 rods; thence South 20 rods; thence East 8 rods to the point of beginning; except the South 30 feet thereof for road purposes., Wichita, Sedgwick County, Kansas.

Case No. ZON2008-00051

Zone change from SF-5 Single-family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") subject platting within one-year on property described as:

A tract beginning 40 rods North and 34 rods West of the Southeast corner of the Southeast Quarter of Section 31, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North 20 rods; thence West 8 rods; thence South 20 rods; thence East 8 rods to the point of beginning; except the South 30 feet thereof for road purposes, Wichita, Sedgwick County, Kansas; generally located north of Pawnee Avenue, west of Seneca Street, between Lotus Street and Haskell Avenue.

SUBJECT TO PLATTING WITHIN A YEAR OF APPROVAL BY THE GOVERNING BODY

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, December 16, 2008.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00052

Zone change request from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") on property described as:

The north 660 feet of the east 404.25 feet of the northeast quarter of Section 21, township 28 South, Range 1 East, Sedgwick County, Kansas; EXCEPT the south 86 feet of the east 206.25 feet thereof; AND EXCEPT road right-of-way of record;

Along with the following described land:

Beginning at the northwest corner of Lot 1, Block A, Yellow Freight Addition, to Wichita, Sedgwick County, Kansas; thence north along the east line of the Victoria Street right-of-way for a distance of 685 feet to the south line of 47th Street South right-of-way; Thence east along said south line of 47th Street South for a distance of 225 feet to a point lying 404.25 feet east of the east line of said northeast quarter; Thence south parallel to said east line of said northeast quarter for a distance of 720 feet to the north line of said Yellow Freight Addition; Thence northwest along the north line of said Yellow Freight Addition for a distance of 223 feet to the point of beginning; generally located at the Southwest corner of 47th Street South and Hydraulic Avenue.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this _____ day of _____, 200__.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law



**INTEROFFICE
MEMORANDUM**

TO: MAPC Members
FROM: Janet Johnson, Neighborhood Assistant, District III
SUBJECT: **CUP2008-40 and ZON2008-52 DP-315 Funston Addition Community Unit Plan**
DATE: Nov. 6, 2008

On Wednesday, Nov. 5, 2008, the District III Advisory Board considered a request for a Commercial Community Unit Plan (“CUP”) containing approximately 8.3 acres consisting of five parcels. The property is currently zoned SF-5 Single-family Residential (“SF-5”) and the proposed zone change is for GC General Commercial (“GC”) zoning.

District Advisory Board members had concerns with off site signs, especially LED signs that would be close to residential areas. They were also concerned about the disconnect between the zoning and the actual use (some residences that are zoned commercial) and how those residences might be impacted by future development if issues arise.

Several citizens from the neighborhood were present. The residents who live at 4905 Hydraulic, which is an adjacent property, expressed concerns because there used to be four houses next to them and those have all been torn down. They said they didn’t want to impede progress, but they were concerned about how the CUP would impact their property value and quality of life. Council Member Skelton agreed to set up a meeting between the homeowners at this property and the applicant. Judy Dillard, DAB representative from that area, said the applicant has always made an effort to work with the neighborhood and she felt confident that he would continue to do so.

The DAB members voted 10-0 to recommend the request be approved subject to replatting within one year and subject to listed conditions.

Please review this information when **CUP2008-40 and ZON2008-52 DP-315** is considered.

JCJ
11-6-08

EXCERPT OF THE NOVEMBER 6, 2008 MAPC HEARING

Case No.: ZON2008-52 and CUP2008-40 – Southfork Investments, LLC, c/o Jay S. Maxwell (owner); Poe & Associates, Inc., c/o Tim Austin (agent) Request City zone change from SF-5 Single-family Residential to GC General Commercial and Creation of DP-315 Funston Addition Community Unit Plan on property described as:

The north 660 feet of the east 404.25 feet of the northeast quarter of Section 21, Township 28 South, Range 1 East, Sedgwick County, Kansas; EXCEPT the south 86 feet of the east 206.25 feet thereof; AND EXCEPT road right-of-way of record;

Along with, the following described land:

Beginning at the northwest corner of Lot 1, Block A, Yellow Freight Addition, to Wichita, Sedgwick County, Kansas; Thence north along the east line of the Victoria Street right-of-way for a distance of 685 feet to the south line of 47th Street South right-of-way; Thence east along said south line of 47th Street South for a distance of 225 feet to a point lying 404.25 feet east of the east line of said northeast quarter; Thence south parallel to said east line of said northeast quarter for a distance of 720 feet to the north line of said Yellow Freight Addition; Thence northwest along the north line of said Yellow Freight Addition for a distance of 223 feet to the point of beginning. Generally located on the southwest corner of 47th Street South and Hydraulic Avenue.

BACKGROUND: The applicant proposes to create a Commercial Community Unit Plan (“CUP”) containing approximately 8.3 acres consisting of five parcels. The property is currently zoned SF-5 Single-family Residential (“SF-5”) and the proposed zone change is for GC General Commercial (“GC”) zoning. The property is located at the southwest corner of 47th Street South and Hydraulic Avenue. Parcel 1 is 1.16 acres in size and is located on the northeast corner of the subject site, right at the intersection of 47th Street South and Hydraulic Avenue. Parcel 2 is 0.71 acres in size and is located just west of Parcel 1, along 47th Street South in the north central part of the proposed CUP. Parcel 3 is 0.92 acres in size and is located west of Parcel 2, along 47th Street South in the northwest part of the proposed CUP. Parcel 4, the largest parcel, is 4.71 acres in size and occupies approximately the southwest half of the subject site. Parcel 5 is 0.75 acres in size and is located south of Parcel 1, along Hydraulic Avenue in the southeast part of the proposed CUP.

The following uses shall be prohibited in all parcels: cemetery; correctional placement residences and night club in the City. Any uses allowed only by Conditional Use shall not be allowed except by CUP amendment. The following uses shall be prohibited within 200 feet of residentially zoned property: service stations, convenience stores with gas islands, restaurants with drive-in or drive-through facilities and vehicle repair. There shall be no overhead doors for auto services or repair uses facing residential districts.

Staff recommends adding the uses of vehicle storage, tavern and drinking establishments and sexually oriented businesses to the list of prohibited uses in all parcels. Staff also recommends that restaurants that serve liquor can be developed and may serve liquor, as long as food is the primary service of the establishment and, restaurants with drive-through windows shall be designed to ensure queuing lanes for drive-through windows will not align vehicle headlights in such a manner as to face residential uses, and exterior audio systems that project sound beyond the boundaries of the CUP are prohibited. Staff would

recommend that “residential zoned property” or “residential districts” be replaced with “residential uses” since the majority of the residential uses in the vicinity are not located in residentially zoned property.

Maximum building coverage would be 30 percent of the land area and the maximum building height is 35 feet. Maximum gross floor area would be 35 percent for Parcel 1 and 30 percent for Parcels 2, 3, 4 and 5. Building setbacks are 35 feet on arterial streets, which may be reduced to 20 feet if the front yard area is landscaped, and the setbacks will be 35 feet when abutting or adjacent to residentially zoned property.

All buildings within the CUP shall have consistent exterior building materials with consistent architectural character, form, color and texture. Use of metal as a building exterior is prohibited. Building walls shall be broken up by projections, recesses, changes in roof line and changes in colors, textures and/or materials, relating to interior building functions where feasible. All lights shall be shielded to reflect light downward or direct light away from residential areas. Light poles on Parcels shall be limited to 20 feet in height. All parking lot lighting within the CUP shall share consistent design. Lighting height shall be limited to 15 feet when within 100 feet of residential zoning. Extensive use of backlit canopies and neon or fluorescent tube lighting on buildings is not permitted.

A six foot high masonry wall shall be constructed along Parcel 4 where adjacent to SF-5 zoning. Except that if Parcel 4 is developed with a residential use the wall may be substituted with a wood fence no less than six feet in height. No utilities shall be placed within the 5 foot wall easement. Development of all parcels within the CUP shall comply with the Landscape Ordinance of the City of Wichita, with a shared palette of landscape materials among parcels.

All free standing signs shall be monument style, shall have a recommended maximum height of 15 feet, spaced a minimum of 150 feet apart irrespective of ownership or lease and share similar elements of design; no pole signs shall be permitted. Portable signs, billboards and off-site signs are not permitted. Temporary advertising decoration or banner-type signs, excluding tinsel or pennant streamers or other similar decoration, shall be permitted, but shall be limited to no more than 36 square feet in size to no more than 15 day placements; no more than three such banner or advertising decoration signs are permitted in the CUP at any time. Any advertising decoration or banner sign shall be securely attached to a building, wall or fence. Staff would also recommend that window display signs are limited to 25% of the window area, and flashing signs (except for signs showing only time, temperature and other public service messages), rotating or moving signs, signs with moving lights or signs which create illusions or movement are not permitted.

The site was the former site of the Funston Elementary School but is now currently vacant except for the two existing single-family residences along Hydraulic that have yet to be removed. The property to the south is zoned LI Limited Industrial (“LI”) and SF-5 and is currently developed with a church, residence and truck terminal. Property to the north is zoned LC and is developed with a retail store and single-family residences. Property to the west is zoned SF-5 and LI and is developed with a church and a truck terminal. Property to the east is zoned LC and is developed with a convenience store and a fraternal organization.

CASE HISTORY: The property is unplatted. The northern half of the property was the former site of the Funston Elementary School.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Retail & Single-family Residences
SOUTH:	LI & SF-5	Truck Terminal & Church
EAST:	LC & SF-5	Fraternal Institution & Convenience Store
WEST:	LI & SF-5	Truck Terminal & Church

PUBLIC SERVICES: There are three streets that abut the north, west and east side of the proposed CUP. 47th Street South runs along the north property line and is designated as a five-lane principal arterial on the 2030 transportation map. Hydraulic Avenue travels along the east property line and is designated as a four-lane minor arterial on the 2030 transportation map, while South Victoria Street runs along the west property line and is currently a two-lane local road. Average east/west daily traffic on 47th Street South at the intersection of 47th Street and Hydraulic is 43,044 trips. Average north/south daily traffic on Hydraulic Avenue at the intersection of 47th Street and Hydraulic is 21,056 trips. Victoria Street does not have any measurements of average daily traffic. All city services are available to the subject site.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “employment/industry center” land use category. This category includes areas with uses that constitute centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses includes manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The subject site is bordered to the south and west by properties categorized as “employment/industry center” and properties to the east categorized as “local commercial” on the land use guide and many uses that are classified in the “employment/industry center” category can be developed on property zoned GC.

The subject site is located within the area covered by the South Wichita/Haysville Area Plan. According to this plan, the application conforms to the goal of improving the area’s opportunities for additional commercial growth. The objective of the plan is to support new commercial development at key locations and the redevelopment of commercial centers within the Planning Area. The goals and objectives of this plan can be achieved by using two strategies including Strategy 6.B.3 which focuses on supporting commercial development that is oriented to the needs of the Planning Area in conformance with the **siting** standards contained within the adopted Comprehensive Plans of Wichita and Haysville.

Commercial Locational Guideline #1 of the Comprehensive Plan recommends that commercial sites should be located adjacent to arterial streets. The proposed development complies with this guideline. **Commercial Locational Guideline #2** recommends that the location of major commercial uses should be coordinated with mass transit routes, high-density residential, employment and other intensive uses. **Commercial Locational Guideline #3** recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use, and **#4** recommends compact clusters versus extended strip development. The proposed CUP restricts the height of parking lot lighting to 20 feet, reduced to 15 feet within 100 feet of residential use and reduces the types of uses, restricts overhead doors and drive-through uses located near to residential lots.

RECOMMENDATION: Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to replatting within one year, and subject to the following conditions:

- A. **APPROVE** the zone change (ZON2008-00052) to GC General Commercial (“GC”) subject to replatting within one year;

B. **APPROVE** the Funston Addition Community Unit Plan (DP-315), subject to the conditions of the CUP attached hereto and the following conditions:

1. Add General Provision #4 (D) to state: “As the frontage develops along the arterial roadways, monument type signs shall be spaced a minimum of 150 feet apart, irrespective of how land is leased or sold and share similar elements in design. Flashing signs (except for signs showing only time, temperature and other public service messages), rotating or moving signs, signs with moving lights or signs that create illusions of movement are not permitted. Window display signs are limited to 25% of the window area and all freestanding signs must be monument type and shall have a maximum height of 15 feet.”
2. Add to General Provision #19 that the use of metal as a building exterior is prohibited.
3. Add to General Provision #26:
 - a. Vehicle storage, tavern and drinking establishments and sexually oriented businesses are prohibited.
 - b. Restaurants that serve liquor can be developed and may serve liquor, as long as food is the primary service of the establishment.
 - c. Restaurants with drive-through windows shall be designed to ensure queuing lanes for drive-through windows will not align vehicle headlights in such a manner as to face residential uses.
 - d. Exterior audio systems that project sound beyond the boundaries of the CUP are prohibited.
4. Revise all General Provisions that currently state “residentially zoned property” or “residential districts” to state “residential uses” since the majority of the residential uses in the vicinity are not located in residentially zoned property.
5. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
6. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
7. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
8. The applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-315) includes special conditions for development on this property.

9. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The site was the former site of the Funston Elementary School but is now currently vacant except for the two existing single-family residences along Hydraulic that have yet to be removed. The property to the south is zoned LI and SF-5, and is currently developed with a church, residence and truck terminal. Property to the north is zoned LC and is developed with a retail store and single-family residences. Property to the west is zoned SF-5 and LI, and is developed with a church and a truck terminal. Property to the east is zoned LC and is developed with a convenience store and a fraternal organization.
2. The suitability of the subject property for the uses to which it has been restricted: The site is currently zoned SF-5, and could be developed as such. However, the community's long established commercial development pattern has been the placement of retail zoning and commercial uses on property located at the intersections of section line/arterial roads.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The impact of the commercial use on the nearby residential areas will be decreased by use restrictions, additional site restrictions nearer residential development, consistency in design elements such as architectural elements, landscaping, lighting and signage.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The "2030 Wichita Functional Land Use Guide, as amended May 2005" of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for "employment/industry center" land use category. This category includes areas with uses that constitute centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses includes manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The subject site is bordered to the south and west by properties categorized as "employment/industry center" and properties to the east categorized as "local commercial" on the land use guide and many uses that are classified in the "employment/industry center" category can be developed on property zoned GC.

The subject site is located within the area covered by the South Wichita/Haysville Area Plan. According to this plan, the application conforms to the goal of improving the area's opportunities for additional commercial growth. The objective of the plan is to support new commercial development at key locations and the redevelopment of commercial centers within the Planning Area. The goals and objectives of this plan can be achieved by using two strategies including Strategy 6.B.3 which focuses on supporting commercial development oriented to the needs of the Planning Area in conformance with the siting standards contained within the adopted Comprehensive Plans of Wichita and Haysville.

5. Impact of the proposed development on community facilities: As proposed, traffic could be expected to increase on 47th Street South and Hydraulic Avenue when this development is fully built out. Limits on the access, with conformance to the Access Management Policy and a possible left-turn center lane and decel lane improvements could help mitigate traffic issues in the future. Extension of other publicly supplied services, such as sewer and water, are currently available to the site.

6. Opposition or support of neighborhood residents: As of October 28, 2008, there have been some phone calls received by staff in regards to the proposed application. Most calls were for additional information while some calls have been in opposition of the request.

DALE MILLER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, **MARNELL** seconded the motion, and it carried (10-0).

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: CUP2008-00040 and ZON2008-00052 – Creation of DP-315 Funston Addition Community Unit Plan and zone change from SF-5 Single-family Residential (“SF-5”) to GC General Commercial (“GC”); generally located at the southwest corner of 47th Street South and Hydraulic Avenue. (District III)

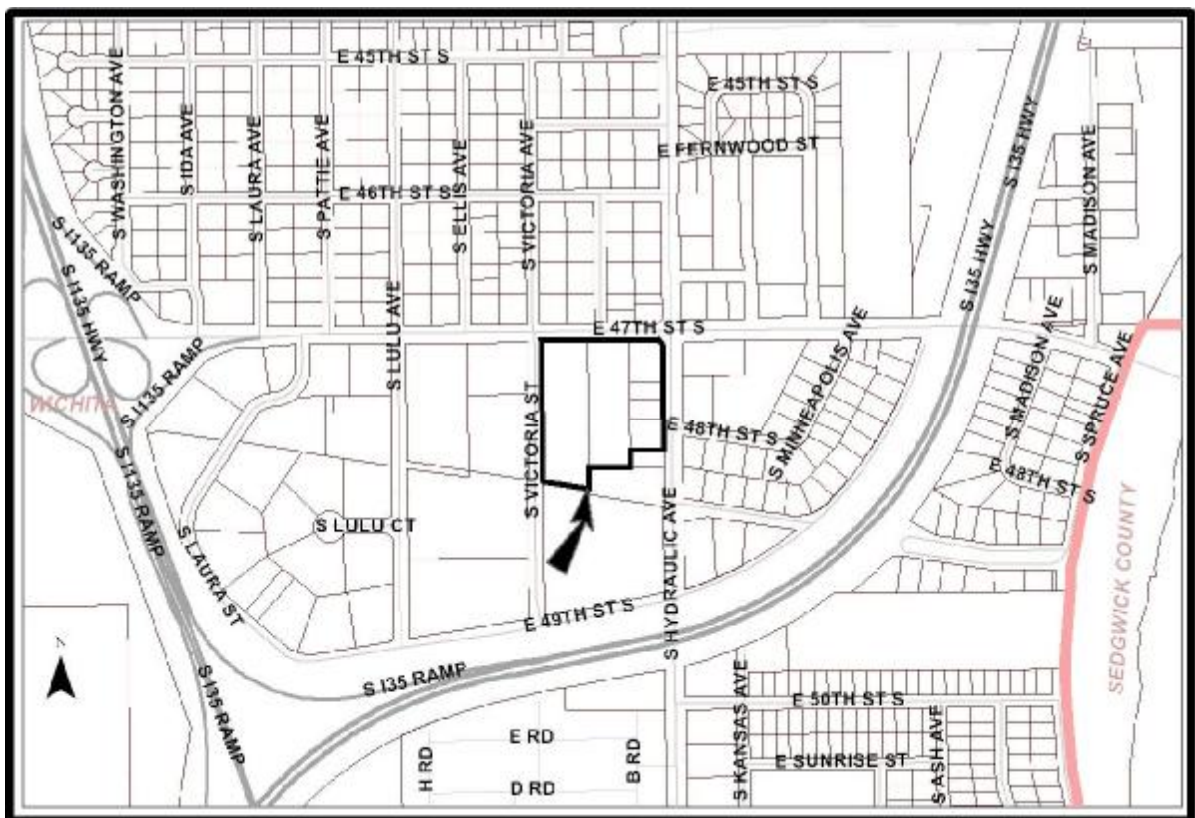
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to staff recommendations (10-0)

MAPD Staff Recommendations: Approve, subject to conditions

DAB III Recommendations: Approve, subject to staff recommendations (10-0)



Background: The applicant proposes to create a Commercial Community Unit Plan (“CUP”) containing approximately 8.3 acres consisting of five parcels. The property is currently zoned SF-5 Single-family Residential (“SF-5”), and the proposed zone change is for GC General Commercial (“GC”) zoning. The property is located at the southwest corner of 47th Street South and Hydraulic Avenue. Parcel 1 is 1.16 acres in size and is located on the northeast corner of the subject site, right at the intersection of 47th Street South and Hydraulic Avenue. Parcel 2 is 0.71 acres in size and is located just west of Parcel 1, along 47th Street South, in the north central part of the proposed CUP. Parcel 3 is 0.92 acres in size and is located west of Parcel 2, along 47th Street South, in the northwest part of the proposed CUP. Parcel 4, the largest parcel, is 4.71 acres in size and occupies approximately the southwest half of the subject site. Parcel 5 is 0.75 acres in size and is located south of Parcel 1, along Hydraulic Avenue, in the southeast part of the proposed CUP.

The following uses shall be prohibited in all parcels: cemetery; correctional placement residences and night club in the City. Any uses allowed only by Conditional Use shall not be allowed except by CUP amendment. The following uses shall be prohibited within 200 feet of residentially zoned property: service stations, convenience stores with gas islands, restaurants with drive-in or drive-through facilities and vehicle repair. There shall be no overhead doors for auto services or repair uses facing residential districts.

Staff recommends adding the uses of vehicle storage, tavern and drinking establishments and sexually oriented businesses to the list of prohibited uses in all parcels. Staff also recommends that restaurants that serve liquor can be developed and may serve liquor, as long as food is the primary service of the establishment and, restaurants with drive-through windows shall be designed to ensure queuing lanes for drive-through windows will not align vehicle headlights in such a manner as to face residential uses, and exterior audio systems that project sound beyond the boundaries of the CUP are prohibited. Staff would recommend that “residential zoned property” or “residential districts” be replaced with “residential uses” since the majority of the residential uses in the vicinity are not located in residentially zoned property.

Maximum building coverage would be 30 percent of the land area and the maximum building height is 35 feet. Maximum gross floor area would be 35 percent for Parcel 1 and 30 percent for Parcels 2, 3, 4 and 5. Building setbacks are 35 feet on arterial streets, which may be reduced to 20 feet if the front yard area is landscaped, and the setbacks will be 35 feet when abutting or adjacent to residentially zoned property.

All buildings within the CUP shall have consistent exterior building materials with consistent architectural character, form, color and texture. Use of metal as a building exterior is prohibited. Building walls shall be broken up by projections, recesses, changes in roof line and changes in colors, textures and/or materials, relating to interior building functions where feasible. All lights shall be shielded to reflect light downward or direct light away from residential areas. Light poles on Parcels shall be limited to 20 feet in height. All parking lot lighting within the CUP shall share consistent design. Lighting height shall be limited to 15 feet when within 100 feet of residential zoning. Extensive use of backlit canopies and neon or fluorescent tube lighting on buildings is not permitted.

A six foot high masonry wall shall be constructed along Parcel 4 where adjacent to SF-5 zoning. Except that if Parcel 4 is developed with a residential use, the wall may be substituted with a wood fence no less than six feet in height. No utilities shall be placed within the 5-foot wall easement. Development of all parcels within the CUP shall comply with the Landscape Ordinance of the City of Wichita, with a shared palette of landscape materials among parcels.

All free standing signs shall be monument style, shall have a recommended maximum height of 15 feet, spaced a minimum of 150 feet apart irrespective of ownership or lease and share similar elements of design; no pole signs shall be permitted. Portable signs, billboards and off-site signs are not permitted. Temporary advertising decoration or banner-type signs, excluding tinsel or pennant streamers or other similar decoration, shall be permitted, but shall be limited to no more than 36 square feet in size to no more than 15-day placements; no more than three such banner or advertising decoration signs are permitted in the CUP at any time. Any advertising decoration or banner sign shall be securely attached to a building, wall or fence. Staff would also recommend that window display signs are limited to 25% of the window area, and flashing signs (except for signs showing only

time, temperature and other public service messages), rotating or moving signs, signs with moving lights or signs which create illusions or movement are not permitted.

The site was the former site of the Funston Elementary School, but is now currently vacant except for the two existing single-family residences along Hydraulic Avenue that have yet to be removed. The property to the south is zoned LI Limited Industrial (“LI”) and SF-5 and is currently developed with a church, residence and truck terminal. Property to the north is zoned LC and is developed with a retail store and single-family residences. Property to the west is zoned SF-5 and LI and is developed with a church and a truck terminal. Property to the east is zoned LC and is developed with a convenience store and a fraternal organization.

Analysis: This case was heard at the District III Advisory Board meeting held on November 5, 2008. At that meeting, the DAB voted (10-0) to approve the request subject to staff conditions. DAB members had concerns with off site signs, especially LED signs close to residential areas, and the disconnect between the zoning and the actual use (residences in the LC zone district) and how those residences may be impacted by future development. There were several citizens from the neighborhood that were present. One resident in particular was concerned about how the CUP would impact their property value and quality of life since the CUP would be bordering two sides of the residential property. Councilmember Skelton agreed to set up a meeting between the homeowner at this property and the applicant.

The MAPC considered the Community Unit Plan and zone change request at their October 23, 2008 meeting. There were no citizens that spoke for or against the case. The case was placed on the consent agenda and the MAPC voted (10-0) to recommend approval with the conditions recommended by Staff.

The action of the MAPC was to **APPROVE** subject to replatting within one year, and subject to the following conditions:

- A. **APPROVE** the zone change (ZON2008-00052) to GC General Commercial (“GC”) subject to replatting within one year;
- B. **APPROVE** the Funston Addition Community Unit Plan (DP-315), subject to the conditions of the CUP attached hereto and the following conditions:
 1. Add General Provision #4 (D) to state: “As the frontage develops along the arterial roadways, monument type signs shall be spaced a minimum of 150 feet apart, irrespective of how land is leased or sold and share similar elements in design. Flashing signs (except for signs showing only time, temperature and other public service messages), rotating or moving signs, signs with moving lights or signs that create illusions of movement are not permitted. Window display signs are limited to 25% of the window area and all freestanding signs must be monument type and shall have a maximum height of 15 feet.”
 2. Add to General Provision #19 that the use of metal as a building exterior is prohibited.
 3. Add to General Provision #26:
 - a. Vehicle storage, tavern and drinking establishments and sexually oriented businesses are prohibited.
 - b. Restaurants that serve liquor can be developed and may serve liquor, as long as food is the primary service of the establishment.
 - c. Restaurants with drive-through windows shall be designed to ensure queuing lanes for drive-through windows will not align vehicle headlights in such a manner as to face residential uses.
 - d. Exterior audio systems that project sound beyond the boundaries of the CUP are prohibited.
 4. Revise all General Provisions that currently state “residentially zoned property” or “residential districts” to state “residential uses” since the majority of the residential uses in the vicinity are not located in residentially zoned property.

5. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
6. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
7. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
8. The applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-315) includes special conditions for development on this property.
9. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

Three protest petitions have been filed on this case; however, two are outside the notification area and the one inside the notification area only accounts to 1.33% of the notified land area. Therefore, a simple majority vote will be needed to approve the request since the 20% threshold for a $\frac{3}{4}$ majority vote was not achieved.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the community unit plan and the zone change to GC General Commercial ("GC"); withhold the publication of the ordinance until the plat is recorded; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00052

Zone change request from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") on property described as:

The north 660 feet of the east 404.25 feet of the northeast quarter of Section 21, township 28 South, Range 1 East, Sedgwick County, Kansas; EXCEPT the south 86 feet of the east 206.25 feet thereof; AND EXCEPT road right-of-way of record;

Along with the following described land:

Beginning at the northwest corner of Lot 1, Block A, Yellow Freight Addition, to Wichita, Sedgwick County, Kansas; thence north along the east line of the Victoria Street right-of-way for a distance of 685 feet to the south line of 47th Street South right-of-way; Thence east along said south line of 47th Street South for a distance of 225 feet to a point lying 404.25 feet east of the east line of said northeast quarter; Thence south parallel to said east line of said northeast quarter for a distance of 720 feet to the north line of said Yellow Freight Addition; Thence northwest along the north line of said Yellow Freight Addition for a distance of 223 feet to the point of beginning; generally located at the Southwest corner of 47th Street South and Hydraulic Avenue.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this _____ day of _____, 200__.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

The west 200.00 feet of Reserve “A”, Sawmill Creek Addition, Wichita, Sedgwick County, Kansas, AND that part of Reserve “C” described as beginning at the northwest corner thereof; thence S 01°02’36”E, along the west line of said Reserve “C”, 486.00 feet; thence N44°34’33”E, 160.00 feet; thence N24°43’36”E, 197.00 feet to a line 200.00 feet east of and parallel with said west line; thence N01°02’36”W along said line, 123.00 feet to the north line of said Reserve “C”, said north line being a curve to the right having a radius of 132.00 feet, an arc length of 17.31 feet, chord bearing N48°45’28”W, 17.30 feet; thence along said curve 17.31 feet to a point of tangency; thence N45°00’00”W along said north line, 54.74 feet to a point of curvature of a curve to the left having a radius of 68.00 feet, an arc length of 53.41 feet, chord bearing N67°30’00”W, 52.04 feet; thence along said curve 53.41 feet to a point of tangency; thence S90°00’00”W along said north line, 101.51 feet to the point of beginning, Sawmill Creek Addition, Wichita, Sedgwick County, Kansas.

Case No. ZON2008-00053

Zone change from SF-5 Single-family Residential (“SF-5”) to GO General Office (“GO”) subject platting within one-year and the provisions of Protective Overlay #226 on property described as:

The west 200.00 feet of Reserve “A”, Sawmill Creek Addition, Wichita, Sedgwick County, Kansas, AND that part of Reserve “C” described as beginning at the northwest corner thereof; thence S 01°02’36”E, along the west line of said Reserve “C”, 486.00 feet; thence N44°34’33”E, 160.00 feet; thence N24°43’36”E, 197.00 feet to a line 200.00 feet east of and parallel with said west line; thence N01°02’36”W along said line, 123.00 feet to the north line of said Reserve “C”, said north line being a curve to the right having a radius of 132.00 feet, an arc length of 17.31 feet, chord bearing N48°45’28”W, 17.30 feet; thence along said curve 17.31 feet to a point of tangency; thence N45°00’00”W along said north line, 54.74 feet to a point of curvature of a curve to the left having a radius of 68.00 feet, an arc length of 53.41 feet, chord bearing N67°30’00”W, 52.04 feet; thence along said curve 53.41 feet to a point of tangency; thence S90°00’00”W along said north line, 101.51 feet to the point of beginning, Sawmill Creek Addition, Wichita, Sedgwick County, Kansas; generally located midway between 45th and 53rd Streets North, on the east side of Rock Road, on both sides of Saw Mill Road.

**SUBJECT TO PLATTING WITHIN A YEAR OF APPROVAL BY THE GOVERNING BODY
AND THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #226:**

1. The property shall be developed with buildings designed and built with materials similar to the existing and developing single-family residential subdivisions in the area, including double-pitched gable or hip style roofs.
2. Maximum building height of 35 feet.
3. Freestanding monument-type sign (as permitted in the GO General Office zoning district, per the sign code) with materials matching the materials of the building and not exceeding 6-feet height. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the rear or side of any building.
4. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
5. Permitted uses shall be restricted to single family residential, duplex, multi-family residential, assisted living, group residence, church or place of worship, day care, college or university, library, schools, minor utility, ATM, medical services, and general office.
6. All setbacks shall remain at the current SF-5 Single-family Residential zoning standards, except there will be a minimum 20-foot setback along the north side of the subject property.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT OF THE NOVEMBER 6, 2008 MAPC HEARING

Case No.: ZON2008-53 – Sawmill Creek, LLC, c/o Doug Long (applicant/owner); Ruggles & Bohm, P.A., c/o Chris Bohm (agent) Request City zone change from SF-5 Single-family Residential to GO General Office on property described as:

The west 200.00 feet of Reserve “A”, Sawmill Creek Addition, Wichita, Sedgwick County, Kansas, AND that part of Reserve “C” described as beginning at the northwest corner thereof; thence S 01°02’36”E, along the west line of said Reserve “C”, 486.00 feet; thence N44°34’33”E, 160.00 feet; thence N24°43’36”E, 197.00 feet to a line 200.00 feet east of and parallel with said west line; thence N01°02’36”W along said line, 123.00 feet to the north line of said Reserve “C”, said north line being a curve to the right having a radius of 132.00 feet, an arc length of 17.31 feet, chord bearing N48°45’28”W, 17.30 feet; thence along said curve 17.31 feet to a point of tangency; thence N45°00’00”W along said north line, 54.74 feet to a point of curvature of a curve to the left having a radius of 68.00 feet, an arc length of 53.41 feet, chord bearing N67°30’00”W, 52.04 feet; thence along said curve 53.41 feet to a point of tangency; thence S90°00’00”W along said north line, 101.51 feet to the point of beginning, Sawmill Creek Addition, Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant requests a zone change from SF-5 Single-Family Residential (“SF-5”) to GO General Office (“GO”) on approximately 3.47-acres. The subject site is located on the north and south sides of Sawmill Road, in portions of Reserves A (5.63-acres) and C (26.54-acres), Sawmill Creek Addition, and east of Rock Road. Both portions of the reserves and the application area have frontage on Rock Road. Reserves A and C are part of a single-family residential subdivision, the Sawmill Creek Addition. Per the platlor’s text, uses in both reserves are restricted to: “signage, gazebos, small park structures, picnic areas/tables with covered structures, irrigation, walls, walks, lighting, landscaping, footbridges, drainage and drainage structures, berms, ponds, lakes and utilities confined to easements.” The platlor’s text also states that “The Reserves shall be owned and maintained by the Home Owner’s Association for the Addition.” The applicant proposes to develop the subject site into offices at this mid-mile location, thus the request for the GO zoning; however office development is not a permitted use in either reserve. To remove the restriction of uses allowed in the reserves; to remove the Home Owner’s Association from ownership and maintenance of these portions of the reserves; and to build uses not permitted on the subject site, the applicant will be required to replat the property. One of the considerations for this application is the fact that drainage is a significant feature of the reserves, but the applicant indicates there is developable ground located outside of the drainage ways that is capable of being developed, if the reserve area was more confined.

Most of the land in the area located north, west, and east of the site is located within the city limits of Bel Aire. These properties are undeveloped, developing or partially developed single-family residential subdivisions or are vacant tracts of land. The subject site is located within the partially developed SF-5 zoned Sawmill Creek Addition, a single-family residential subdivision. Properties located south of this large single-family residential subdivision, and north of 45th Street North, are located in the City of Wichita. These undeveloped properties are zoned LC and MF-18 Multi-family Residential (“MF-18”).

CASE HISTORY: The site, portions of Reserves A and C, the Sawmill Creek Addition, was recorded with the Register of Deeds January 25, 2001.

ADJACENT ZONING AND LAND USE:

NORTH:	City of Bel Aire	Undeveloped tracts, large tract single-family residential
SOUTH:	SF-5	Reserve, undeveloped and developed single-family residential

EAST:	SF-5	Reserve, undeveloped and developing single-family residential
WEST:	City Bel-Aire	Undeveloped and developing single-family residential

PUBLIC SERVICES: The subject site has access to Sawmill Road on both its south and north sides. Sawmill is a platted residential street, which is not developed. The subject site also has frontage/access onto Rock Road. Rock Road is a paved, two-lane minor arterial at this location. The 2030 Transportation Plan shows no change to any of the above mentioned streets' status. The nearest traffic counts along Rock between 45th and 53rd Streets North range around 2,800 average trips per day. Public water, sewer service and all other utilities are available to serve the site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan designates this area as appropriate for "Urban Residential" development. The Urban Residential category includes all housing types found in the municipality. The requested GO zoning permits some uses that are listed in the Urban Residential category as "special residential accommodations for the elderly...assisted living congregate care and nursing homes." The Urban Residential category also list churches, playgrounds, parks and elementary and middle schools as "similar residential uses" found in this category, all which are permitted in the GO zoning district. The GO zoning district also permits uses not listed in the Urban Residential category, such as: cemetery, college or university, community assembly, correctional placement, hospital, automated teller machine (ATM), bed and breakfast inn, broadcast/recording studio, funeral home, hotel/motel, recreational marine facility, medical service, general office, a commercial parking area, and an asphalt or concrete plant.

The "Office Locational Guidelines" of the *Comprehensive Plan* include: (1) being located adjacent to arterial streets; (2) having local, service-oriented offices incorporated within or adjacent to neighborhood and community scale commercial development, and (3) having low-density office use as a transitional land use between residential uses and higher intensity uses. The subject site is located adjacent to an arterial, Rock Road. The subject site could be developed as low density office use, with considerations. The remaining portions of the Reserves A (originally 5.63-acres) and C (originally 26.54-acres) would serve as a buffer between the proposed office use and the rest of the developing single-family residential subdivision. It could be argued that this request is spot zoning, meant to allow the applicant an economic opportunity. A Protective Overlay (PO) could eliminate some of the more intrusive GO uses, while allowing local, service-oriented offices and special residential accommodations for the elderly. A PO could also ensure design compatibility with the developed and developing single-family residential neighborhood. The location of the proposed GO site at mid-mile, with existing or developing single-family residential all around it prevents it from being considered a transitional land use.

RECOMMENDATION: Normally staff would not be supportive of GO zoning at a mid-mile location such as this. However, the applicant indicated the site has developable ground that can be removed from the reserves that would not be suitable for residential use due to its size. Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to replatting within a year and the following provisions of a Protective Overlay:

1. The property shall be developed with buildings designed and built with materials similar to the existing and developing single-family residential subdivisions in the area, including double-pitched gable or hip style roofs.
2. Maximum building height of 35 feet.
3. Freestanding monument-type sign (as permitted in the GO General Office zoning district, per the sign code) with materials matching the materials of the building and not exceeding 6-feet height. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the rear or side of any building.
4. Light poles shall be of the same color and design and shall have cut-off fixtures which direct

- light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
5. Permitted uses shall be restricted to single family residential, duplex, multi-family residential, assisted living, group residence, church or place of worship, day care, college or university, library, schools, minor utility, ATM, medical services, and general office.
 6. All setbacks shall remain at the current SF-5 Single-family Residential zoning standards.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Most of the land in the areas located north, west, and east of the site is located within the city limits of Bel Aire. These properties are undeveloped, developing or partially developed single-family residential subdivisions or are vacant tracts of land, which appear to be agricultural fields. The subject site is located within the partially developed SF-5 zoned Sawmill Creek Addition, a single-family residential subdivision. Properties located south of this large single-family residential subdivision, and north of 45th Street North, are located in the City of Wichita. These properties are undeveloped LC and MF-18 Multi-family Residential ("MF-18) zoned lands. The site has frontage on Rock Road, which is classified as an arterial road.
2. The suitability of the subject property for the uses to which it has been restricted: Although the site is zoned SF-5, it is a part of Reserves A (5.63-acres) and C (26.54-acres), Sawmill Creek Addition. The reserves are not allowed to be developed as single-family residential. Per the platlor's text, uses in both reserves are restricted to: "signage, gazebos, small park structures, picnic areas/tables with covered structures, irrigation, walls, walks, lighting, landscaping, footbridges, drainage and drainage structures, berms, ponds, lakes and utilities confined to easements." The site could continue to be a part of the reserves.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: If allowed to develop as proposed, the Homeowners Association/neighborhood would lose a portion of land reserved primarily for drainage, utilities and landscaped open space. Drainage and utility considerations will be resolved during the replatting of the site. With only 3.47-acres of the original 32.17-acres of the reserves proposed for development, sufficient buffering space remains between the proposed GO zoning and the developing and developed single-family residential neighborhoods, located on the east side of Rock Road. The provisions of the proposed Protective Overlay ensure architectural compatibility with the single-family residential neighborhoods and promote local, service-oriented offices and special residential accommodations for the elderly in the area.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan designates this area as appropriate for "Urban Residential" development. The Urban Residential category includes all housing types found in the municipality. The requested GO zoning permits some uses that are listed in the Urban Residential category as "special residential accommodations for the elderly...assisted living congregate care and nursing homes." The Urban Residential category also lists churches, playgrounds, parks and elementary and middle schools as "similar residential uses" found in this category, all which are permitted in the GO zoning district. The GO zoning district also permits uses not listed in the Urban Residential category, such as: cemetery, college or university, community assembly, correctional placement, hospital, automated teller machine (ATM), bed and breakfast inn, broadcast/recording studio, funeral home, hotel/motel, recreational

marine facility, medical service, general office, a commercial parking area, and an asphalt or concrete plant.

The “Office Locational Guidelines” of the *Comprehensive Plan* include: (1) being located adjacent to arterial streets; (2) having local, service-oriented offices incorporated within or adjacent to neighborhood and community scale commercial development, and (3) having low-density office use as a transitional land use between residential uses and higher intensity uses. The subject site is located adjacent to an arterial, Rock Road. The subject site could be developed as low density office use, with considerations. The remaining portions of the Reserves A (originally 5.63-acres) and C (originally 26.54-acres) would serve as a buffer between the proposed office use and the rest of the developing single-family residential subdivision. It could be argued that this request is spot zoning, meant to allow the applicant an economic opportunity; however there is potentially developable ground outside of the drainage way that could be suitable for development. The recommended Protective Overlay (PO) eliminates some of the more intrusive GO uses, while allowing local, service-oriented offices and special residential accommodations for the elderly. The PO also ensures design compatibility with the developed and developing single-family residential neighborhood. The location of the proposed GO site at mid-mile, with existing or developing single-family residential all around it prevents it from being considered a transitional land use.

5. Impact of the proposed development on community facilities: Community facilities should not be adversely impacted due to the minor increase in activity.

BILL LONGNECKER, Planning Staff presented the Staff Report. He said DAB II approved the application unanimously with the addition of a provision of a minimum 20-foot setback along the north side of the property, where it abuts the Bel Aire City limits. He commented that so far, no protests have been received on the case.

CHAIRMAN DOWNING clarified that the applicant was in agreement with the additional provision.

BOHM said yes.

CHAIRMAN DOWNING at this time noted that a member of the audience asked to have the case presented, but because they did not say if they were in favor or against the case, the chair declined to have staff present the case.

MOTION: To approve subject to staff recommendation, with the change outlined by staff.

MARNELL moved, **HENTZEN** seconded the motion, and it carried (10-0).



**INTEROFFICE
MEMORANDUM**

TO: MAPC Members
FROM: Antione Sherfield, Neighborhood Assistant, District II
SUBJECT: ZON2008-53: General Office Request (GO)
DATE: November 21, 2008

On Monday, November 3, 2008 the District II Advisory Board considered the request to change Zoning from Sf-5 Single-Family Residential ("Sf-5") to General Office ("GO") located at East of Rock Road, midway between 45th and 53rd Streets North, on both sides of Sawmill Road.

The applicant requests a zone change from SF-5 Single-Family Residential ("SF-5") to GO General Office ("GO") on approximately 3.47-acres. The subject site is located on the north and south sides of Sawmill Road, in portions of Reserves A (5.63-acres) and C (26.54-acres), Sawmill Creek Addition, and east of Rock Road. Both portions of the reserves and the application area have frontage on Rock Road. Reserves A and C are part of a single-family residential subdivision, the Sawmill Creek Addition. Per the platlor's text, uses in both reserves are restricted to: "signage, gazebos, small park structures, picnic areas/tables with covered structures, irrigation, walls, walks, lighting, landscaping, footbridges, drainage and drainage structures, berms, ponds, lakes and utilities confined to easements." The platlor's text also states that "The Reserves shall be owned and maintained by the Home Owner's Association for the Addition." The applicant proposes to develop the subject site into offices at this mid-mile location, thus the request for the GO zoning; however office development is not a permitted use in either reserve. To remove the restriction of uses allowed in the reserves; to remove the Home Owner's Association from ownership and maintenance of these portions of the reserves; and to build uses not permitted on the subject site, the applicant will be required to replat the property. One of the considerations for this application is the fact that drainage is a significant feature of the reserves, but the applicant indicates there is developable ground located outside of the drainage ways that is capable of being developed, if the reserve area was more confined.

Most of the land in the area located north, west, and east of the site is located within the city limits of Bel Aire. These properties are undeveloped, developing or partially developed single-family residential subdivisions or are vacant tracts of land. The subject site is located within the partially developed SF-5 zoned Sawmill Creek Addition, a single-family residential subdivision. Properties located south of this large single-family residential subdivision, and north of 45th Street North, are located in the City of Wichita. These undeveloped properties are zoned LC and MF-18 Multi-family Residential ("MF-18").

CASE HISTORY: The site, portions of Reserves A and C, the Sawmill Creek Addition, was recorded with the Register of Deeds January 25, 2001.

ADJACENT ZONING AND LAND USE:

North : City of Bel Aire – undeveloped tracts, large tract single-family residential

South: Sf-5 Reserve - undeveloped and developed single-family residential

East: Sf-5 Reserve - undeveloped and developing single-family residential

West: City of Bel Aire - undeveloped and developing single-family residential

Recommended Action: The **DAB** voted **(9-0)** to accept the Planning Staff's recommendation with the addition of a 20 ft. setback to the North of the property line.

Antione Sherfield
Neighborhood Assistant – District II

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-00053 – Zone change from SF-5 Single-family Residential (“SF-5”) to General Office (“GO”); generally located on the east side of Rock Road, midway between 45th and 53rd Streets North. (District II)

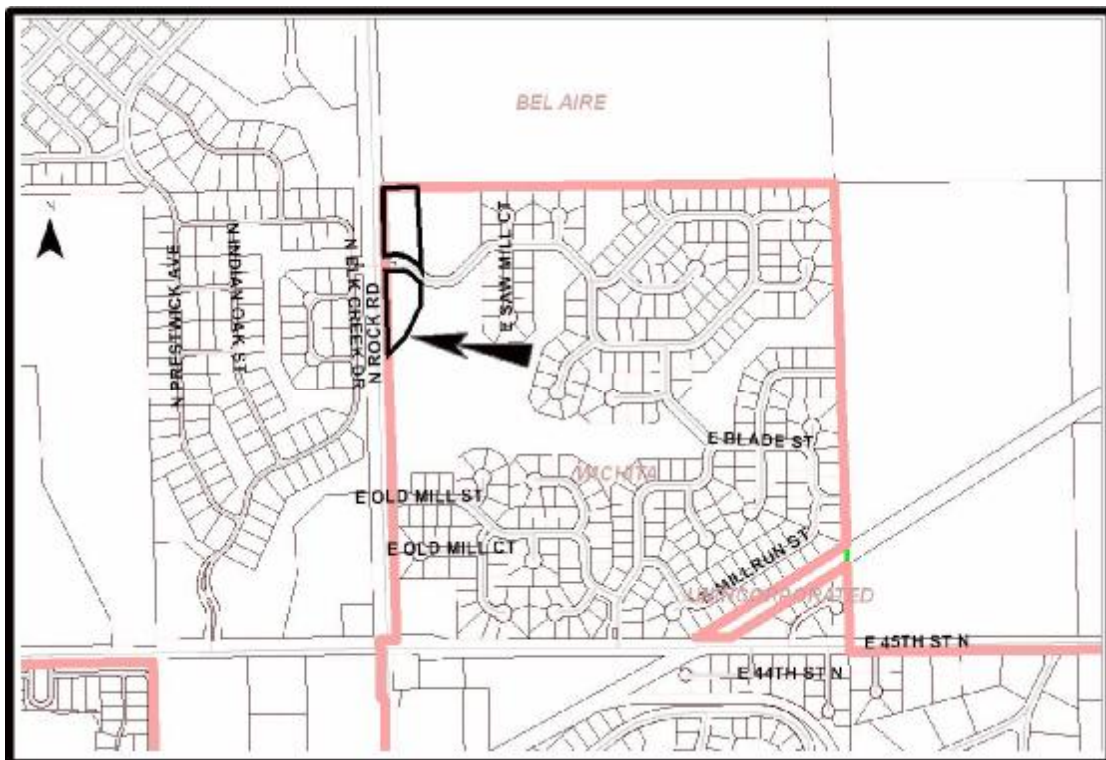
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to replatting within one year and the provisions of Protective Overlay #226 (10-0).

MAPD Staff Recommendations: Approve, subject to replatting within one year and the provisions of Protective Overlay #226.

DAB Recommendations: Approve, subject to replatting within one year and the provisions of Protective Overlay #226 (9-0).



Background: The applicant requests a zone change from SF-5 Single-Family Residential (“SF-5”) to GO General Office (“GO”) on the approximately 3.47-acre site. The site is located on the east side of Rock Road, midway between 45th and 53rd Streets North, on the north and south sides of Sawmill Road. The 3.47-acre site is being created from portions of Reserves A (total 5.63 acres) and C (total 26.54 acres), of the Sawmill Creek Addition; recorded on January 25, 2001. The Sawmill Creek Addition is a single-family residential subdivision. Per the plat’s text, uses in both reserves are restricted to: “signage, gazebos, small park structures, picnic areas/tables with covered structures, irrigation, walls, walks, lighting, landscaping, footbridges, drainage and drainage structures, berms, ponds, lakes and utilities confined to easements.” The plat’s text also states that “The Reserves shall be owned and maintained by the Home Owner’s Association for the Addition.” The applicant proposes to develop the subject site into offices at this mid-mile location, thus the request for the GO zoning; however, office development is not a permitted use in either reserve. To remove the restriction of uses allowed in the reserves; to remove the Home Owner’s Association from ownership and maintenance of these portions of the reserves; and to build uses not permitted on the subject site, the applicant will be required to replat the property. One of the considerations for this application is the fact that drainage is a significant feature of the reserves, but the applicant indicates there is developable ground located outside of the drainage ways if the reserve area was more confined. The site and the remaining portions of the reserves have frontage on Rock Road.

Most of the land in the area located north, west and east of the site is located within the city limits of Bel Aire. These properties are undeveloped, developed or partially developed single-family residential subdivisions, vacant or agricultural tracts of land. Properties located south of this large single-family residential subdivision, and north of 45th Street North, are located in the City of Wichita. These undeveloped properties are zoned LC Limited Commercial (“LC”) and MF-18 Multi-family Residential (“MF-18”).

Analysis: DAB II considered this request at their November 3, 2008 meeting. The property owner abutting the north side of the site asked questions about drainage, screening and the general impact on his land. In response to the dialogue between this property owner, staff and the agent for the subject site, the DAB amended provision #6 by providing a 20-foot setback along the north side of the site. With this additional provision, they unanimously approved the requested GO zoning, subject to replatting the property within one year and subject to the provisions of the Protective Overlay.

The MAPC considered this request at their November 6, 2008 meeting, and they unanimously (10-0) approved the GO zoning with the DAB’s added provision of a 20-foot setback along the north side of the site, subject to replatting within one year and subject the provisions of the Protective Overlay. There were not any citizens who spoke at the MAPC meeting, and no protests have been received.

The recommended provisions of Protective Overlay #226 are as follows:

1. The property shall be developed with buildings designed and built with materials similar to the existing and developing single-family residential subdivisions in the area, including double-pitched gable or hip style roofs.
2. Maximum building height of 35 feet.
3. Freestanding monument-type sign (as permitted in the GO General Office zoning district, per the sign code) with materials matching the materials of the building and not exceeding 6-foot height. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the rear or side of any building.
4. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
5. Permitted uses shall be restricted to single family residential, duplex, multi-family residential, assisted living, group residence, church or place of worship, day care, college or university, library, schools, minor utility, ATM, medical services, and general office.

6. All setbacks shall remain at the current SF-5 Single-family Residential zoning standards, except there will be a minimum 20-foot setback along the north side of the subject property.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the GO General Office zone change subject to platting within one year and the provisions of the Protective Overlay, PO #226; withhold publication of the ordinance until the plat is recorded; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. 48-142

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

The west 200.00 feet of Reserve "A", Sawmill Creek Addition, Wichita, Sedgwick County, Kansas, AND that part of Reserve "C" described as beginning at the northwest corner thereof; thence S 01°02'36"E, along the west line of said Reserve "C", 486.00 feet; thence N44°34'33"E, 160.00 feet; thence N24°43'36"E, 197.00 feet to a line 200.00 feet east of and parallel with said west line; thence N01°02'36"W along said line, 123.00 feet to the north line of said Reserve "C", said north line being a curve to the right having a radius of 132.00 feet, an arc length of 17.31 feet, chord bearing N48°45'28"W, 17.30 feet; thence along said curve 17.31 feet to a point of tangency; thence N45°00'00"W along said north line, 54.74 feet to a point of curvature of a curve to the left having a radius of 68.00 feet, an arc length of 53.41 feet, chord bearing N67°30'00"W, 52.04 feet; thence along said curve 53.41 feet to a point of tangency; thence S90°00'00"W along said north line, 101.51 feet to the point of beginning, Sawmill Creek Addition, Wichita, Sedgwick County, Kansas.

Case No. ZON2008-00053

Zone change from SF-5 Single-family Residential ("SF-5") to GO General Office ("GO") subject platting within one-year and the provisions of Protective Overlay #226 on property described as:

The west 200.00 feet of Reserve "A", Sawmill Creek Addition, Wichita, Sedgwick County, Kansas, AND that part of Reserve "C" described as beginning at the northwest corner thereof; thence S 01°02'36"E, along the west line of said Reserve "C", 486.00 feet; thence N44°34'33"E, 160.00 feet; thence N24°43'36"E, 197.00 feet to a line 200.00 feet east of and parallel with said west line; thence N01°02'36"W along said line, 123.00 feet to the north line of said Reserve "C", said north line being a curve to the right having a radius of 132.00 feet, an arc length of 17.31 feet, chord bearing N48°45'28"W, 17.30 feet; thence along said curve 17.31 feet to a point of tangency; thence N45°00'00"W along said north line, 54.74 feet to a point of curvature of a curve to the left having a radius of 68.00 feet, an arc length of 53.41 feet, chord bearing N67°30'00"W, 52.04 feet; thence along said curve 53.41 feet to a point of tangency; thence S90°00'00"W along said north line, 101.51 feet to the point of beginning, Sawmill Creek Addition, Wichita, Sedgwick County, Kansas; generally located midway between 45th and 53rd Streets North, on the east side of Rock Road, on both sides of Saw Mill Road.

SUBJECT TO PLATTING WITHIN A YEAR OF APPROVAL BY THE GOVERNING BODY AND THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #226:

1. The property shall be developed with buildings designed and built with materials similar to the existing and developing single-family residential subdivisions in the area, including double-pitched gable or hip style roofs.
2. Maximum building height of 35 feet.

3. Freestanding monument-type sign (as permitted in the GO General Office zoning district, per the sign code) with materials matching the materials of the building and not exceeding 6-feet height. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the rear or side of any building.
4. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
5. Permitted uses shall be restricted to single family residential, duplex, multi-family residential, assisted living, group residence, church or place of worship, day care, college or university, library, schools, minor utility, ATM, medical services, and general office.
6. All setbacks shall remain at the current SF-5 Single-family Residential zoning standards, except there will be a minimum 20-foot setback along the north side of the subject property.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, December 16, 2008.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

Published in The Wichita Eagle on _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-56

Zone change from NO Neighborhood Office District to GO General Office for property described as:

Lot 1, Deerglen Office Park Addition, Wichita, Sedgwick County, Kansas .

Generally located north of west Central Avenue, 1/10th mile west of 119th Street
West.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this _____ day of _____, 2008.

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT OF THE NOVEMBER 6, 2008 MAPC HEARING

Case No.: ZON2008-56 and CON2008-54 – Paul Kelsey and Dr. Johnnie Bruner, DVM/Dennis Schmidt Request City zone change from NO Neighborhood Office to GO General Office and City Conditional Use for Animal Care, Limited on property described as:

Lot 1, Deerglen Office Park Addition, Wichita, Sedgwick County, Kansas. Generally Located north of Central Avenue, 1/10 mile west of 119th Street West.

BACKGROUND: The applicant is seeking approval of a zone change from NO Neighborhood Office (“NO”) to GO General Office (“GO”), and a Conditional Use to permit “animal care, limited” on property located 500 feet west of 119th Street West, north of West Central Avenue. The application area is .78-acre in size and is currently undeveloped. The applicant proposes to build a 6,750 square-foot building on the site, and relocate the Oakcrest Pet Hospital, currently located at 11832 West Central, to this location. The application area has 200 feet of frontage on West Central Avenue.

The applicant’s site plan depicts the proposed clinic as being located in the northwest quadrant of the site with parking located to the south and east. The proposed clinic is shown on the site plan with a 10-foot setback, along the western property line, which conforms to the GO zoning district side-yard setback. Compatibility setbacks do not apply along the western property line since there is a platted reserve (discussed below) with a platted utility easement located immediately west of the application. However, compatibility setback standards are applicable along the northern (rear) property line, where the applicant’s site plan depicts a 22-foot setback, and the eastern property line. The placement of the building on the proposed site plan is consistent with the compatibility setback standard along the eastern side yard. A 200-foot wide lot would have a 25-foot setback requirement. The site plan will need to be revised or the commission will need to grant a waiver of the rear standard.

The site plan depicts 28 parking spaces. The code calls for four spaces per 1,000 square feet of building area. The number of proposed parking spaces meets the minimum number required. Parking is a permitted use with a compatibility setback, making the row of parking located to the east of the clinic in conformance with the code. A single access point to Central is shown in the eastern portion of the site’s street frontage, which is consistent with existing platted access controls.

If located within 150 feet of Central Avenue, trash receptacles, ground level heating and air conditioning units or other outdoor mechanical equipment must be screened. The site plan does not indicate where the trash collection unit is to be located. The zoning code also requires screening, (Sec. IV-B.a and b) between residentially zoned property and non-residential uses. The site plan does not indicate the location or type of screening proposed. Finally, new non-residential construction triggers a requirement for an approved landscape plan, per the landscape ordinance, prior to issuance of building permits.

Land surrounding the site has a variety of zoning, SF-5 Single-family Residential (“SF-5”), NO and LC Limited Commercial (“LC”). The land immediately north and east of the subject site is developed with a church and is zoned SF-5. Land to the south across Central Avenue is zoned NO and LC is vacant, but is owned by the church that is located further south. The property located immediately to the west of the site is zoned SF-5 and is Reserve G of the Buckhead Addition. Reserve G is 25 feet wide at its narrowest point and has a 20-foot platted utility easement. As discussed above, the code exempts properties from compliance with compatibility setback requirements where the lot abuts platted open space.

The *Wichita-Sedgwick County Unified Zoning Code* defines “animal care, limited” as a facility that provides veterinary services for small animals (household pets) for which there are no outside animal

runs, and for which boarding facilities may also be provided. “Animal care, limited” is first permitted in the GO district with a Conditional Use, subject to supplemental use regulation c: No noise or odors shall be discernable within the GO and LC districts; treatment shall be limited to dogs, cats and other small animals and all animals shall be harbored indoors.

The GO district permits a single tenant pole or ground sign up to 32 square feet in area with a maximum sign height of 22 feet. No ground sign may be located within 15 feet of an adjacent property. Lighting is limited to indirect or internal white light. Flashing or moving images are prohibited. Building signs are also limited to a maximum of 32 square feet and a height of 30 feet. One building sign per elevation is permitted provided that the sign shall be facing a street or nonresidential zoning or have 150 feet of parking, loading or open space between the sign and residentially zoned land.

CASE HISTORY: On November 18, 1997, the MAPC recommended approval for case number Z-3523 that changed the zoning on the application area from SF-6 Single-family Residential (now “SF-5”) to NO Neighborhood Office. The Deerglen Office Park Addition was recorded on June 26, 1998. The Deerglen Office Park Addition has a platted 35-foot front setback, and a 10-foot utility easement located on the north and east property lines.

ADJACENT ZONING AND LAND USE:

NORTH: SF-5 Single-family Residential; Church
SOUTH: NO Neighborhood Office, LC Limited Commercial; vacant
EAST: SF-5 Single-family Residential; Church
WEST: SF-5 Single-family Residential; platted open space and residences

PUBLIC SERVICES: All typically supplied municipal services are available. Central Avenue is classified as a minor arterial carrying (in 1996) 4,622 average daily trips, and has 50 feet of half-street right-of-way on the north with 60 feet of half-street right-of-way on the south. Central Avenue is scheduled in 2011 to be improved to a two- to five-lane facility.

CONFORMANCE TO PLANS/POLICIES: *The Wichita-Sedgwick County Comprehensive Plan* contains the goal of ensuring that an adequate supply of land is made available to promote successful commercial activity in appropriate areas throughout the county (Land Use-Commercial/Office Goal III). Goal III, Objective B. indicates that future retail and commercial areas are to be developed so that they complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses. Strategy III.B.3 indicates that it is appropriate to reduce the number of access points along arterial streets.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request for GO General Office zoning and a Conditional Use to permit “animal care, limited” be APPROVED, subject to the following conditions:

1. The site is approved only for uses permitted by-right in the GO General Office district and the Conditional Use, “animal care, limited.”
2. A revised site plan shall be submitted prior to city council consideration depicting or explaining the location and type of screening that is to be provided; the location of the trash enclosure and the type of material used to screen the dumpster and location of paved traffic circulation areas.
3. Light standards shall not exceed 15 feet in height including the base or pedestal. Lights shall be directed away from adjacent lots and shall utilize fixtures designed to prevent light trespass to adjoining properties.
4. No building or wall signs may face residentially zoned property. Pole or ground signs shall be

monument style design.

5. The applicant shall develop the site in substantial compliance with the adopted site plan, and shall comply with all applicable regulations, including but not limited to Sec. III-D.6.c.
6. If an “animal care, limited” veterinary clinic is not operating on this site within 24 months from approval, or if the Zoning Administrator finds that there is a violation of any of the conditions of approval for this Conditional Use, the Zoning Administrator may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Surrounding property is a mix of undeveloped property that is zoned NO and LC, and SF-5 zoned property that is developed as open space for a residential subdivision and a church. The application area and the two sites located to the south are the only undeveloped property in an otherwise developed segment of west Central Avenue.
2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned NO Neighborhood Office. The NO district was designed to accommodate very low intensity office development and other complimentary land uses that are generally appropriate near residential neighborhoods (e.g. day care, churches and medical offices). Potentially, the site could be developed as zoned, however the site has remained vacant as zoned since 1998.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: In 1997, staff supported the request for NO, noting that GO zoning permitted multi-family residential, assisted living, schools and with a conditional use: hotel/motel, animal care, self-storage warehouse or rock crushing. Since that time, the site has remained vacant, and, with this application, he has proposed a specific use subject to specific development conditions which should minimize anticipated effects.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval increases the range of potential uses that could be developed on the site, thereby bringing those services closer to potential clients. Denial presumably would be an economic loss to the property owner.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: Based upon the ownership pattern and the way that various tracts have been developed, this site ended up as a remnant NO zoned tract that has remained undeveloped. In an ideal situation, GO zoning is intended to serve as a buffer between residential and commercial uses. In this instance, the site performs that function by buffering the existing LC zoning located to the south, across Central Avenue, from the residential neighborhood located to the northwest.
6. Impact of the proposed development on community facilities: None identified that cannot be addressed by existing improvements.

DALE MILLER, Planning Staff presented the Staff Report.

FOSTER asked if the 10-foot setback on the west side was adequate buffering.

MILLER said it meets the minimum standards.

JOHNNIE BRUNER, APPLICANT, said he owns and operates the veterinarian practice in question. He said they currently lease a 1,230-square foot facility which they have outgrown. He said there really is

no property available in this area and they would like to expand to a bigger facility to provide better patient care.

CARL SOLDATOV, 706 N. CEDAR PARK, indicated where he lives on the map. He said he had a few concerns about the proposal including the possibility of noise with barking dogs. He said even though the pets would be indoors, if it is a steel building that isn't well insulated for sound, that won't do much good. He asked if regulations required that there be sound proofing. In addition, he asked about regulations to insure that the animals don't escape.

JOHNNIE BRUNER said there will be a large fence around the building and mentioned that dog's are not allowed outside without being on a leash. He commented that in the 9 ½ years he has operated at his current location, which doesn't have a fence, they have never lost a pet. He said he also hasn't heard a lot of noise and added that the walls will be insulated and that it will not be a steel building.

MOTION: To approve subject to staff recommendation.

HILLMAN moved, **HENTZEN** seconded the motion, and it carried (10-0).



INTEROFFICE MEMORANDUM

TO: Mayor and Wichita City Council Members
FROM: Megan Buckmaster, District V Neighborhood Assistant
SUBJECT: ZON2008-00056 and CON2008-00054
DATE: November 17, 2008

On Monday, November 03, 2008, the *District Advisory Board (DAB) for Council District V* considered an application for a request for zone change from “NO” Neighborhood Office, to “GO”, General Office, and a Conditional Use request to permit animal care limited.

Planning staff recommends both requests be APPROVED subject to conditions listed in the planning staff report.

DAB V had no questions or concerns and the request was approved with a unanimous vote of 9-0-to move forward to City Council for vote per planning staff recommendation.

RESOLUTION No. _____

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT "ANIMAL CARE, LIMITED" ON .78 ACRE ZONED "GO" GENERAL OFFICE SUBJECT TO THE CONDITIONS LISTED BELOW ON PROPERTY LOCATED 1/10TH MILE WEST OF 119TH STREET WEST, NORTH OF CENTRAL AVENUE IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975, AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, a Conditional Use to permit a bank on 13.26 acres zoned "LC" Limited Commercial, subject to the conditions listed below:

Case No. CON2008-54

A Conditional Use to permit "Animal Care, Limited" on .78 acre zoned "GO" General Office.

Lot 1, Deerglen Office Park Addition, Wichita, Sedgwick County, Kansas, generally located 1/10th mile west of 119th Street West and north of west Central Avenue.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The site is approved only for uses permitted by-right in the GO General Office district and the Conditional Use, "animal care, limited."
2. A revised site plan shall be submitted prior to city council consideration depicting or explaining the location and type of screening that is to be provided; the location of the trash enclosure and the type of material used to screen the dumpster and location of paved traffic circulation areas.
3. Light standards shall not exceed 15 feet in height including the base or pedestal. Lights shall be directed away from adjacent lots and shall utilize fixtures designed to prevent light trespass to adjoining properties.
4. No building or wall signs may face residentially zoned property. Pole or ground signs shall be monument style design.
5. The applicant shall develop the site in substantial compliance with the adopted site plan, and shall comply with all applicable regulations, including but not limited to Sec. III-D.6.c.
6. If an "animal care, limited" veterinary clinic is not operating on this site within 24 months from approval, or if the Zoning Administrator finds that there is a violation of any of the conditions of approval for this Conditional Use, the Zoning Administrator may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning

Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date _____, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-00056 – Zone change from NO Neighborhood Office (“NO”) to GO General Office (“GO”) and CON2008-00054, Conditional Use to permit “Animal Care, Limited” on property generally located north of Central Avenue and 1/10th mile west of 119th Street West. (District V)

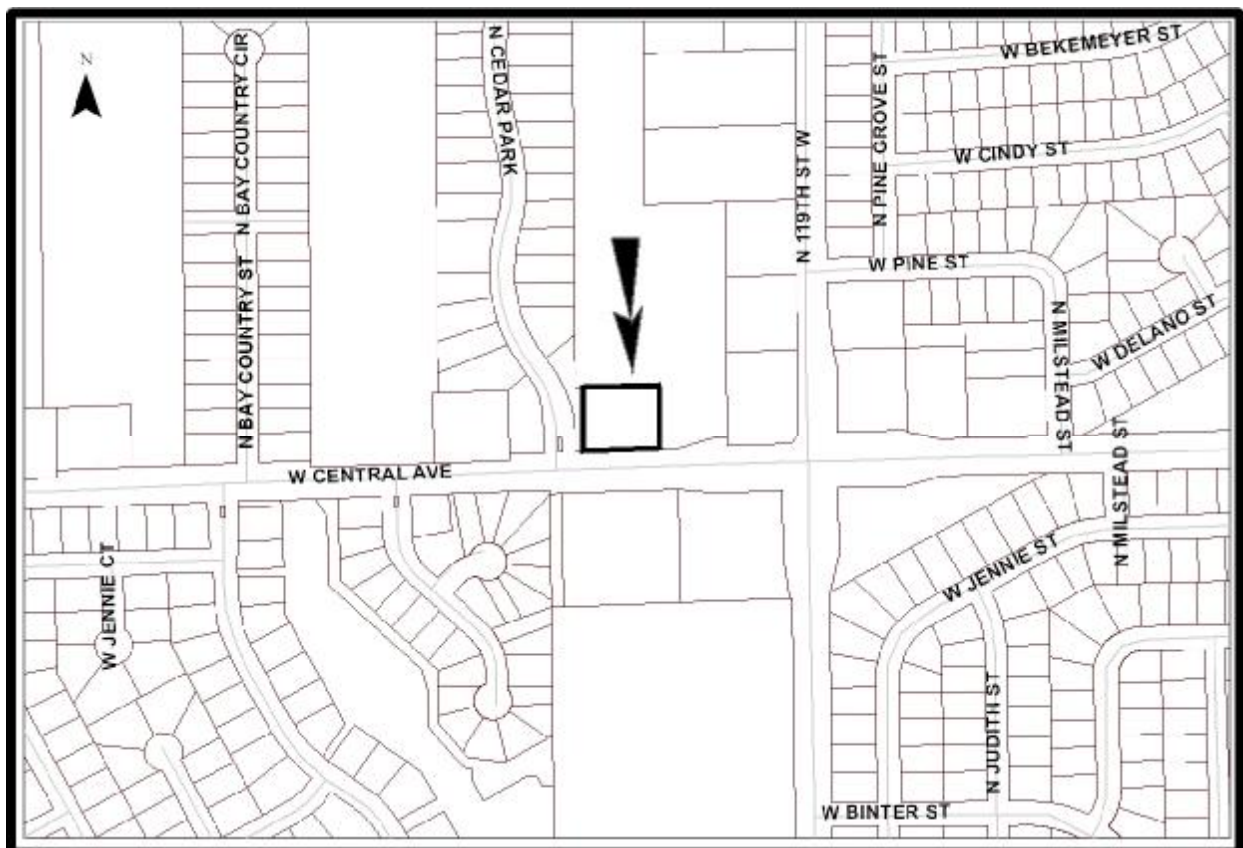
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

DAB V Recommendation: Approve GO General Office (“GO”) and a Conditional Use to permit “Animal Care, Limited” (Unanimous).

MAPC Recommendation: Approve GO General Office (“GO”) and a Conditional Use to permit “Animal Care, Limited” (10-0).

MAPD Staff Recommendation: Approve GO General Office (“GO”) and a Conditional Use to permit “Animal Care, Limited”



Background: The applicant is seeking approval of a zone change from NO Neighborhood Office (“NO”) to GO General Office (“GO”), and a Conditional Use to permit “animal care, limited” on property located 500 feet west of 119th Street West, on the north side of Central Avenue. The application area is .78 acre in size and is currently undeveloped. The applicant proposes to build a 6,750 square-foot building on the site and relocate the Oakcrest Pet Hospital, currently located at 11832 West Central, to this location. The application area has 200 feet of frontage on Central Avenue.

The applicant’s site plan depicts the proposed clinic as being located in the northwest quadrant of the site with parking located to the south and east. The proposed clinic is shown on the site plan with a 10-foot setback, along the western property line, which conforms to the GO zoning district side-yard setback. Compatibility setbacks do not apply along the western property line since there is a platted reserve (discussed below) with a platted utility easement located immediately west of the application. However, compatibility setback standards are applicable along the northern (rear) property line, where the applicant’s site plan depicts a 22-foot setback, and the eastern property line. The placement of the building on the proposed site plan is consistent with the compatibility setback standard along the eastern side yard. A 200-foot wide lot would have a 25-foot setback requirement. The site plan will need to be revised or the commission will need to grant a waiver of the rear standard.

The site plan depicts 28 parking spaces. The code calls for four spaces per 1,000 square feet of building area. The number of proposed parking spaces meets the minimum number required. Parking is a permitted use with a compatibility setback, making the row of parking located to the east of the clinic in conformance with the zoning code. A single access point to Central Avenue is shown in the eastern portion of the site’s street frontage, which is consistent with existing platted access controls.

If located within 150 feet of Central Avenue, trash receptacles, ground level heating and air conditioning units or other outdoor mechanical equipment must be screened. The site plan does not indicate where the trash collection unit is to be located. The zoning code also requires screening, (Sec. IV-B.a and b) between residentially zoned property and non-residential uses. The site plan does not indicate the location or type of screening proposed. Finally, new non-residential construction triggers a requirement for an approved landscape plan, per the landscape ordinance, prior to issuance of building permits.

Land surrounding the site has a variety of zoning, SF-5 Single-family Residential (“SF-5”), NO and LC Limited Commercial (“LC”). The land immediately north and east of the subject site is developed with a church and is zoned SF-5. Land to the south, across Central Avenue, is zoned NO and LC is vacant, but is owned by the church that is located further south. The property located immediately to the west of the site is zoned SF-5 and is Reserve G of the Buckhead Addition. Reserve G is 25 feet wide at its narrowest point and has a 20-foot platted utility easement. As discussed above, the zoning code exempts properties from compliance with compatibility setback requirements where the lot abuts platted open space.

The *Wichita-Sedgwick County Unified Zoning Code* defines “animal care, limited” as a facility that provides veterinary services for small animals (household pets) for which there are no outside animal runs, and for which boarding facilities may also be provided. “Animal care, limited” is first permitted in the GO district with a Conditional Use, subject to supplemental use regulation c: No noise or odors shall be discernable within the GO and LC districts; treatment shall be limited to dogs, cats and other small animals and all animals shall be harbored indoors.

The GO district permits a single tenant pole or ground sign up to 32 square feet in area with a maximum sign height of 22 feet. No ground sign may be located within 15 feet of an adjacent property. Lighting is limited to indirect or internal white light. Flashing or moving images are prohibited. Building signs are also limited to a maximum of 32 square feet and a height of 30 feet. One building sign per elevation is permitted provided that the sign shall be facing a street or nonresidential zoning or have 150 feet of parking, loading or open space between the sign and residentially zoned land.

Analysis: On November 3, 2008, District Advisory Board V reviewed the request and recommended approval unanimously. No one spoke in opposition. The Metropolitan Area Planning Commission (MAPC) reviewed the request for GO General Office zoning and a Conditional Use to permit “animal care, limited” on November 6, 2008. One citizen was present stating that he had concerns regarding the possibility of hearing barking dogs outside of the clinic and asked if dogs could escape. The applicant indicated that the site would be fenced, and that his building would be insulated. The MAPC recommended approval (10-0), subject to the following conditions:

1. The site is approved only for uses permitted by-right in the GO General Office district and the Conditional Use, “animal care, limited.”
2. A revised site plan shall be submitted prior to city council consideration depicting or explaining the location and type of screening that is to be provided; the location of the trash enclosure and the type of material used to screen the dumpster and location of paved traffic circulation areas.
3. Light standards shall not exceed 15 feet in height including the base or pedestal. Lights shall be directed away from adjacent lots and shall utilize fixtures designed to prevent light trespass to adjoining properties.
4. No building or wall signs may face residentially zoned property. Pole or ground signs shall be monument style design.
5. The applicant shall develop the site in substantial compliance with the adopted site plan, and shall comply with all applicable regulations, including but not limited to Sec. III-D.6.c.
6. If an “animal care, limited” veterinary clinic is not operating on this site within 24 months from approval, or if the Zoning Administrator finds that there is a violation of any of the conditions of approval for this Conditional Use, the Zoning Administrator may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

There have not been any appeals or protests of the request.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change to GO General Office and Conditional Use permitting “Animal Care, Limited,” subject to the provisions of the conditional use; place the ordinance authorizing the zone change on first reading and publish the ordinance in the official City newspaper following adoption; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

Published in The Wichita Eagle on December 19, 2008

ORDINANCE NO. 48-143

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-56

Zone change from NO Neighborhood Office District to GO General Office for property described as:

Lot 1, Deerglen Office Park Addition, Wichita, Sedgwick County, Kansas .

Generally located north of west Central Avenue, 1/10th mile west of 119th Street West.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 16th day of December, 2008.

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
December 9, 2008

TO: Wichita Airport Authority

SUBJECT: Agreement – Surface Systems, Inc.
Runway Weather Information System Upgrade
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: A Runway Weather Information System (RWIS) consists of multiple sites, each containing a suite of sensors that gather weather data and then reports to a central location where the information is displayed to airport personnel. Each RWIS site contains pavement sensors embedded in the pavement that measure temperature, moisture, form of moisture (snow/ice), and amount of deicing chemical present. Atmospheric sensors determine air temperature, relative humidity, wind speed and direction, precipitation and visibility. This system is a critical and key component of the airport's pavement and anti-icing monitoring and control system.

Analysis: The RWIS proposed is an upgrade and enhancement of the current system in place at the airport. The current system is six years old, running on Windows NT. The new system will use a server/web environment which meets the City of Wichita standards. Each user will be able to use their current workstation and Internet Explorer to access the information.

Financial Considerations: The cost of the new system, including upgrading the current remote processing units, is \$52,526. The vendor's annual maintenance fee is \$4,911 per year, with a not-to-exceed amount of \$24,551 over the five-year term of the agreement. Funds are included in the WAA's operating budget.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through implementing technological improvements which enhance the safety and usage of the airport.

Legal Considerations: The Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Service and Purchase Agreement, and authorize necessary signatures.

Attachments: Service and Purchase Agreement.

QTT-SSI[®] SERVICE/PURCHASE AGREEMENT

This Service and Purchase Agreement (hereinafter "Agreement") is entered into this 24th day of November _____ by and between Surface Systems, Inc. a Missouri corporation (hereinafter "SSI") and Wichita Mid-Continent Airport (hereinafter "Customer").

WHEREAS, Customer is using certain sensing equipment, computer equipment, computer software and other equipment manufactured or provided by SSI, including the SCAN[®] System, and

WHEREAS, Customer recognizes that the equipment purchased from SSI will experience breakdowns during the course of its continued use and that SSI is uniquely qualified to service said equipment, and

WHEREAS, Customer wishes SSI to provide service and/or support on the equipment and software listed on Attachment A, as the need for such service and support is required, and provide telephone support for the use and support of such equipment and software, and

WHEREAS, SSI is willing to provide such service and or support on the equipment.

NOW, THEREFORE, in consideration of the premises, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SSI and the Customer agrees as follows:

1.0 DEFINITIONS - The following terms shall have the following meaning:

1.1 "Equipment" shall include the following components:

1.1.1 "Sensing Devices" shall mean devices, including Sensors as defined in 1.1.2 below, supplied by SSI which collect, observe or measure Site Specific Information.

1.1.2 "Sensor or Sensors" shall mean roadway and/or runway surface sensors, sub-surface temperature probes, and the cable supplied attached to said surface sensors and sub-surface temperature probes, supplied by SSI

1.1.3 "RPU" shall mean Remote Processing Units supplied by SSI for collection, processing and transmission of input from the Sensing Devices and from sensors or devices provided by Customer or third parties.

1.1.4 "Hardware" shall mean computer hardware and peripherals supplied by SSI, including central processing units and/or servers ("CPU"), for the collection, transmission, processing, storage, dissemination and display of input from the Sensing Devices and from sensors or devices provided by Customer or third parties.

1.2 "Software" shall mean SSI proprietary software, and all related documentation, in any way related to the function or operation of the System, including but not limited to all programs and all algorithms consisting of instructions embodied in machine readable form, in Read Only Memory or any other data storage media. Software shall not include any source or object code for the System

1.3 "System" shall mean all Equipment and Software.

1.4 "Site Specific Information" shall mean all atmospheric, pavement surface, sub-surface and other parameters which can be measured or sensed by the Sensing Devices, and sensors or devices provided by Customer or third parties.

2.0 SYSTEM SERVICE/MAINTENANCE SCOPE - Subject to the terms and conditions contained herein, SSI hereby agrees to provide replacement equipment/parts, and/or on-site maintenance and repair of the System, for the Equipment and Software listed on Attachment A hereto, to return the System to normal operating order ("Service"), if the System is installed, used and maintained in accordance with specifications and instructions provided by SSI to the Customer.

2.1 SYSTEM EQUIPMENT UPGRADES- In addition to annual system maintenance, this agreement includes the equipment upgrade package, as listed, in Attachment B. The system upgrade equipment package includes the full installation and system commissioning of the listed components by QTT-SSI. The maintenance services as proposed in the service agreement are based upon the purchase of the listed equipment upgrade components as list in Attachment B.

3.0 TERM - Service provided pursuant to this Agreement will be for a period of five years and this Agreement shall begin on December 1st, 2008 and terminate on December 1st, 2013

SSI and SCAN are Registered Trademarks of Surface Systems, Inc.

SURFACE SYSTEMS, INC.

11612 Lilburn Park Road St. Louis, MO 63146 Telephone 1-800-325-7226 (314) 569-1002

QTT-SSI® SERVICE/PURCHASE AGREEMENT

4.0 FEE FOR SERVICE - Simultaneously with the execution of this Agreement, the Customer agrees to pay to SSI in U.S. Dollars at the beginning of each Agreement year the following amount \$ 4,910.23, not to exceed the total amount of \$ 24,551.15.

5.0 SERVICE - SSI's obligation under this Agreement shall be limited to the following:

5.1 This Agreement includes all expenses and costs incurred by SSI to return the SSI provided System to normal operating order. This includes all SSI supplied labor, equipment, parts, materials, travel, lodging, meals and shipping. SSI reserves the right to charge or invoice the Customer, at its standard time and material rates for labor, travel and other expenses, incurred by SSI to locate and/or correct a problem which was caused by inoperative commercial power, telephone lines, Customer, or third party provided communications media or equipment, or any items referred to in Section 11.0. If authorized, SSI will act as Customer's agent in contacting local utilities (telephone and electrical companies) when troubleshooting service interruptions at RPU's at all Customer locations covered under this Agreement.

5.2 Upon agreement with the Customer, SSI may provide the Customer with replacement parts for the Equipment or replacement Equipment, and the Customer shall be responsible for its installation or replacement. Customer shall return the replaced System components to SSI within 30 days. Should SSI not receive the replaced System components within 30 days, SSI will invoice the Customer for the amount of the replacement System component.

5.3 SSI may provide reconditioned Equipment if, in SSI's opinion, the reconditioned Equipment is equal in performance to the original SSI Equipment provided. If reconditioned equipment is provide under this agreement, it will be declared to Customer.

5.4 SSI may replace parts and Equipment on an exchange basis if such parts and Equipment are new, or in SSI's judgment, equivalent to new in performance.

5.5 SSI may recondition, at its option and at its cost, all or any part of the Equipment which, in SSI's reasonable opinion, cannot be properly or economically repaired at Customer's location(s) due to excessive wear or deterioration.

5.6 For the term of this Agreement SSI will provide the Customer with unlimited toll free telephone access to the SSI Customer Service Department.

5.7 For the term of this Agreement SSI, at its discretion, will attempt to access the System by phone, provided a phone line is installed pursuant to paragraph 10.3, to verify proper operation of the Equipment as can be determined by such access.

6.0 SENSORS - For the term of this Agreement, SSI will replace any Sensor that was originally installed in accordance with the SSI installation manual, specifications and drawings, if the Sensor failed due to normal life cycle deterioration, or due to defects in material and workmanship, and the Customer agrees to provide assistance as requested by the SSI field service personnel in the replace of the Sensor.

6.1 The Sensor will not be covered under this Agreement if the sensor fails due to:

6.1.1 Abnormal physical wear to the sensor.

6.1.2 Customer sensor installation which was not in accordance with the SSI installation manual, specification drawings.

6.1.3 Attempts to remove, re-install or change the physical location of the Sensor.

6.1.4 Visible or non-visible damage caused by acts of God, including, but not limited to, lighting, shifting of the earth, other natural disaster.

6.1.5 Visible or non-visible damaged caused by acts, accidental or intentional, of man or machinery.

6.1.6 Failure of the Customer to properly maintain the pavement in which the Sensor is installed including, but not limited to, repairing cracks around the Sensor and cable saw kerfs.

6.2 The replacement of Sensors requires the appropriate weather conditions. SSI will not replace Sensors when the appropriate weather conditions do not exist. The replacement of Sensors by SSI is contingent upon the Customer providing traffic control/safety work zones, bucket and/or snooper trucks to enable SSI personnel to gain access to the Sensor, its attached cable and any cable splices.

7.0 PREVENTATIVE MAINTENANCE - This Agreement includes annual preventative maintenance on the Equipment that requires preventive maintenance. SSI will perform preventative maintenance on a mutually agreed upon time, or coincident with on-site service.

SURFACE SYSTEMS, INC.

11612 Lilburn Park Road St. Louis, MO 63146 Telephone 1-800-325-7226 (314) 569-1002

QTT-SSI[®] SERVICE/PURCHASE AGREEMENT

8.0 PRINCIPLE PERIOD OF MAINTENANCE - The Service to be provided under this Agreement will be provided between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday, excluding legal holidays (the Principal Period of Maintenance ("PPM")).

8.1. Service provided outside of the PPM will be billed at a rate of \$50.00/hour for travel and labor (excluding telephone technical support).

8.2 For Service commencing during the PPM but continuing outside the PPM, labor will be billed at a rate of \$50.00/hour, but travel will not be billed.

9.0 RESPONSE TIME - After a request for Service, SSI will make a best effort attempt to return the System to normal operating order within five (5) working days. Customer and SSI recognize access for the replacement of Sensing Devices may require lane/runway closure/traffic control, and that such replacement can only be performed under certain types of weather conditions. These conditions will be taken into account when correcting problems with Sensing Devices which are installed in the ground.

10.0 CUSTOMER OBLIGATIONS - The Customer shall assist SSI in location of any defects by ascertaining the proper operation of Customer or third party supplied equipment, including, without limitations, all sensing devices, commercial power, telephone lines, communication media or equipment and services, all locations of the System.

10.1 Upon notification by the Customer of the existence of a defect in the System, the Customer and SSI will use reasonable best efforts to diagnose the defect. At SSI's request, Customer may assist with such diagnosis by performing tasks including, but not limited to, resetting System components, visually observing indicators, starting diagnostic programs.

10.2 When SSI provides service personnel for on-site Service the Customer will provided at its own expense:

10.2.1 Reasonable access to the System as requested by the service personnel, including timely access and/or escorts into security or otherwise restricted areas where the System is located. If the System is located where reasonable access cannot be gained by normal means, Customer agrees to provide a means, equipment or personnel to access the System and/or provide assistance to SSI personnel to Service the System.

10.2.2 Adequate working space and facilities for the service personnel, that are within a reasonable distance from the System to be serviced.

10.2.3 Machinery or equipment (i.e. bucket truck, snooper truck, etc.) traffic control, and/or assistance or escorts to permit SSI to perform Service where SSI considers it unsafe for an individual to work unaccompanied, including, but not limited to, airfields, buildings, towers, roadways with vehicle traffic, on or inside or under bridges.

10.2.4 Other reasonable information, assistance and machinery as requested by the service personnel.

10.3 The Customer agrees, for the term of this Agreement, to install and maintain the monthly costs of a standard telephone line(s) at the System's CPU(s) location(s). The telephone line(s) provided are for the exclusive use of SSI to access and Service the System.

10.4 Should SSI provide replacement parts for the Customer to install, Customer shall return the replaced System components to SSI within 30 days. Should SSI not receive the replaced System components within 30 days, SSI will invoice the Customer for the amount of the replacement System components.

11.0 LIMITATIONS - The Service provided herein does not include any of the following:

11.1 Electrical or communications work or equipment external to the SSI provided System.

11.2 Any equipment, software, accessories, attachments, or other devices which are not listed on "Attachment A" hereto.

11.3 Any Service, equipment or replacement parts necessary because of relocation of the SSI provided Equipment covered under this Agreement.

11.4 Service caused by Customer deleting, damaging or altering any Software required for the System to function or operate.

11.5 Service, Equipment or replacement parts necessitated by visible or non-visible damage caused by acts of God, including, but not limited to, lightning, wind, flooding, avalanches and shifting of the earth.

11.6 Service, Equipment or replacement parts necessitated by visible or non-visible damaged caused by acts, accidental or intentional, of man or machinery.

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11.7 Customer installation work or System components or problems related to or resulting from the installation of the System components.

11.8 Communication media or radio paths that are, or have become, noisy or affected by interference of any kind, which cause unreliable communication due to factors other than the performance or function of the SSI provided System.

11.9 SSI provided Equipment and Software which has been altered, operated or maintained in a manner not approved by SSI, or which has been damaged through negligence, accident or misuse.

11.10 Service will not be provided if, in the opinion of SSI, it is unsafe or impractical to render such Service because of alterations in the SSI provided Equipment or Software or connection of the SSI provided Equipment or Software by mechanical or electrical means to equipment or devices furnished by persons other than SSI, unless the connection is approved in writing in advance by SSI. SSI shall not be obligated to provide Service on any SSI provided Equipment or Software which, in SSI's opinion, are located in unsafe or hazardous environments, or when weather or other conditions make servicing the Equipment unsafe.

11.11 Sensor extension cable or splices, or repairs to said cable or splices made by persons or entities other than SSI, or without prior authorization by SSI.

11.12 The cost of replacement of solar or uninterruptable power supply batteries, or the costs or equipment associated with the installation of such replacement batteries, or the disposal of old batteries.

11.13 The periodic or frequent cleaning of optical Sensing Device optics or lenses which may be required to maintain the full function and proper operation of optical Sensing Devices.

12.0 DELAYED PERFORMANCE - If performance by either party of any of its obligations under this Agreement is delayed due to any cause beyond its reasonable control, such delay shall be excused if the party whose performance is so delayed promptly notifies the other party of the cause of such delay and uses its best efforts to remove or to avoid the cause of such delay and to resume its performance of its obligations hereunder as soon as possible after the cause of the delay has been remedied.

13.0 WARRANTIES - Any SSI provided Service and Equipment repaired or replaced under this Agreement will be warranted against defects in material and workmanship for the balance of the Agreement period.

13.1 SSI makes no warranty that the SSI provided System will provide either uninterrupted or error-free data.

13.2 EXCEPT FOR THE EXPRESSED WARRANTIES SET FORTH IN THIS AGREEMENT SSI MAKES NO OTHER WARRANTIES EXPRESSED, OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO ANY EQUIPMENT, SOFTWARE, DOCUMENTATION, SYSTEM PROVIDED DATA, SITE SPECIFIC INFORMATION, ANY SERVICE OR SUPPORT OR TECHNICAL ASSISTANCE OR ANY OTHER ITEM DELIVERED BY SSI. SSI shall not be liable for, and Customer assumes responsibility for, any and all personal injury and property damage resulting from the System.

13.3 Representations or warranties that are inconsistent with this Warranty, made by persons including employees or representatives of Surface Systems, Inc. shall not be binding on Surface Systems, Inc. The period of limitations for any cause of action arising out of, base upon or relating to the System or Service is hereby reduced to and shall be a period of one year after such cause of action occurs.

14.0 LIMITATION OF LIABILITY/INDEMNIFICATION - In no event shall SSI, its officers, agents or employees be liable to Customer for loss of profit, or for indirect, special or consequential damages, arising out of any Service provided by SSI or the breach of this Agreement or of any of the terms, conditions or covenants of or representations or warranties under this Agreement. In the event of breach by SSI of any of the terms or conditions of this Agreement or any of SSI's representations, warranties or covenants, Customer's sole remedy shall be to recover its actual costs not to exceed the amount of the last payment to SSI pursuant to Section 4 of this Agreement. The Customer shall indemnify and save harmless SSI, its officers, agents and employees from all suites, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of any Service provided by SSI, or on account of any operation, use or non-use of the System by the Customer or any third party.

SSI agrees to indemnify and hold harmless the City of Wichita its, agencies, officers, employees, agents and volunteers for loss of profit, or for indirect, special or consequential damages, arising out of any Service provided by SSI or the breach of this Agreement or of any of the terms, conditions or covenants of or representations or warranties under this Agreement. In the event of breach by the City of Wichita of any of the terms or conditions of this Agreement or any of the City of Wichita's representations, warranties or covenants, SSI's sole remedy shall be to recover its actual costs not to exceed the amount of the

SURFACE SYSTEMS, INC.

11612 Lilburn Park Road St. Louis, MO 63146 Telephone 1-800-325-7226 (314) 569-1002

QTT-SSI® SERVICE/PURCHASE AGREEMENT

last payment to SSI pursuant to Section 4 of this Agreement. SSI shall indemnify and save harmless the City of Wichita, its officers, agents and employees from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of any Service provided by SSI, or on account of any operation, use or non-use of the System by the Customer or any third party.

15.0 NOTICES - Any notice required or permitted by this Agreement to be given to the parties hereto will be deemed to have been duly given if in writing and delivered personally or mailed by first class, registered or certified mail, postage prepaid at the address on the signature page of this Agreement.

16.0 MISCELLANEOUS - The following miscellaneous provisions shall be a part of the Agreement between the parties:

16.1 All claims for Service shall be made prior to the expiration of this Agreement. SSI will honor all claims made during the term of the Agreement, even if the Service is provided after the expiration of this Agreement.

16.2 The provision of any Service to Customer which SSI is not obligated to provide under this Agreement shall not constitute an alteration or waiver of the terms of this Agreement.

16.3 This Agreement is not assignable by either party without prior written consent of the other party.

16.4 This Agreement can be modified only by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and on behalf of SSI.

16.5 No failure to exercise and no delay in exercising, on the part of either party, any rights, powers or privileges hereunder will operate as a waiver thereof, nor will any single or partial exercise of any rights, powers or privileges hereunder preclude the further exercise of the same rights or exercise of any other rights, powers or privileges hereunder.

16.6 Customer expressly agrees that no modification of this Agreement shall be affected by any terms and conditions contained in any purchase order forms or other documents issued by Customer, even if such documents are issued by Customer and even if such documents are acknowledged by SSI.

16.7 If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Agreement but the effect thereof will be confined to the part immediately involved in the controversy adjudicated.

16.8 Customer acknowledges that he has read this Agreement and understands and agrees to be bound by its terms, conditions and prices. Customer further agrees that this Agreement is the complete and exclusive statement of the Agreement between the parties and that this Agreement supersedes and cancels all previous written and oral agreements, proposals and communications relating to the subject matter of this Agreement.

16.9 The captions in this Agreement are not to be used in interpreting this Agreement.

16.10 This Agreement shall be effective upon acceptance by SSI.

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17.0 TERMINATION FOR FUNDS – Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, through the failure of Customer to appropriate funds or the discontinuance or material alteration of the program for which funds were provided, Customer shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. SSI shall be reimbursed for costs incurred to the effective termination date on a prorated basis.

This Agreement has been approved and authorized by the Customer and by SSI by their respective authorized officers and agents.

CUSTOMER:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

SURFACE SYSTEMS, INC.

By: Kurt L. Kinson
(Signature)

Name: Kurt L. Kinson

Title: Great Plains Territory Manager

Date: 11/21/08

CUSTOMER ADDRESS:

Surface Systems, Inc.

11612 Lilburn Park Road

St. Louis, MO 63146

SURFACE SYSTEMS, INC.

11612 Lilburn Park Road St. Louis, MO 63146 Telephone 1-800-325-7226 (314) 569-1002

QTT-SSI® SERVICE/PURCHASE AGREEMENT

ATTACHMENT A SSI Service and Purchase Agreement

The following equipment will be covered by this service agreement:

- 1 Scan Web Server
- 2 Solar powered Linux Remote Processing Units
- 1 Thies Relative Humidity/Air Temperature Sensor
- 1 Ultrasonic Wind Speed/Wind Direction Sensor
- 4 Surface Sensors
- 1 Sub-Surface temperature probe
- 3 Data Radios
- 3 USR 56K modems

Locations:

- RPU #1 West
- RPU #2 East

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QTT-SSI® SERVICE/PURCHASE AGREEMENT

Attachment B QTT-SSI System Equipment Upgrade Purchase Agreement

Qty.	Item Description	Part #	Retail Unit Price	Extended Price
WEATHER STATION ELECTRONICS				
2	RWS elite Upgrade for Standard Size Enclosure, 30x24x12 (110VAC or 12VDC) Includes full size card rack, interface cards, system boards and RPU back plate. For installation in existing RPU enclosure.	70030200		
2	RWS elite Software License NTCIP-ESS communications protocol SSBP communications protocol (ESP-RPU only) SP communications protocol (ESP-RPU only) Please Select One Chemical Algorithm	80301100 00000032		
ATMOSPHERIC & ENVIRONMENTAL SENSING DEVICES				
1	Relative Humidity/Air Temperature Sensor Includes shield & 50' cable, can be extended to 150' with additional cable -Only compatible w/ Linux	57050113		
1	Tower mounting bracket stub adapter	15100005		
1	Ultrasonic Wind Sensor with Heater Includes tower mounting bracket and 50' cable, can be extended up to 150' with additional cable	72657901		
1	Present Weather & Visibility Sensor DSP WIVIS Install Kit	57010700 24051022		
	Aston	28010001		
	Cable	50500532		
	Sensor tower support arm	60030008		
SERVER HARDWARE AND SOFTWARE				
1	SCAN Web Server Xeon 2.8GHz, 512K L2 Cache and 533Mhz FSB, 1 GB PC2100 DDR SDRAM, 2-36GB Mirrored Ultra 320 SCSI SCA 10K RPM HDD's, 1.44MB FDD, 48X max. CD ROM, Keyboard, Mouse, APC UPS, Integrated Intel PCI 10/100/1000 10 Base-T NIC. SSI products supported on this platform: SCAN for Windows, SCAN Sentry, SCAN Web Monitor not included	51016233		
1	17" Flat Screen LCD Color Monitor	54010171		
1	Digiboard - NEO PCI 4 Port Expansion Board for Server 4 port cable	51020109		
3	USR 56K Server Modem	58030256		
1	SCAN Web Server Setup and Configuration (Customer Furnished)	85001002		

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1	Microsoft Windows 2003 Server License Pack Not required if customer has a site license for Microsoft Windows 2003.	51052003		
1	Microsoft SQL Server License Pack (Current Version) Not required if customer has a site license for Windows SQL. This version of SQL is for 5 Client Access Licenses (CAL's). If a customer has more than 5 simultaneous SQL users, a different license may be required by Microsoft.	51056000		
1	SCAN Server Data Collection Software License Includes SCAN Server NTCIP-ESS software license	00000063 00000033	transfer	transfer
1	SCAN Web Airport Software (Current Version) This is a one time fee per Airport agency server that provides the software and non-redistribution license for a single user (agency) SCAN Web server. Provided with one map display page. Additional map displays may be purchased. Chart Works OEM license Scan Web - current version Runway map display graphic of airport runways showing RPU locations and data	80000082 00000340 51053521 00000319		

OPTIONAL COMMUNICATION EQUIPMENT

1	Highway/Airport Server Data Radio Kit, VHF 5 Watt Integrated wireless modem, VHF 132-174 Mhz, 1-5 watts 7A power supply Polyphaser DC pass protector, N-female to N-female Coaxial cable, 4' SMA-female to N-male DB9M to DB25F serial adapter Coaxial cable for antenna, 100', N-male to N-male, 50 Ohm	24051896 52070030 28010001 49030213 50501368 11060012 50932100		
1	Omnidirectional antenna G7-150-1, 148-154 MHz, VHF	61050003		
2	Airport RPU Data Radio Kit, VHF 5 Watt Integrated wireless modem, VHF 132-174 MHz, 1-5 watts 7A power supply Polyphaser DC pass protector, N-female to N-female Coaxial cable, 4' SMA-female to N-male Straight through cable, 3' DB9S to DB9P Coaxial cable, 12" N-male to N-male, 50 Ohm Universal mounting bracket with hardware Coaxial cable for antenna, 12' Yagi antenna, 138-174MHz, 3 element	24051880 52070030 28010001 49030213 50501368 50501358 50932112 15042735 50932012 61010001		

SUBTOTAL - System Equipment & Software

SERVICE / PREVENTATIVE MAINTENANCE CONTRACTS & ENGINEERING

1	Commissioning by Field Service Engineer - Systems Commissioning is performed by QTT Field Service Engineer on site after installation has been completed. It is the process that brings the installed RWIS equipment into a fully operational condition. The QTT Field Engineer will calibrate and terminate the pavement sensor cables. The completion of commissioning signifies the start of	80602100	<input type="text"/>
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SUBTOTAL - System Service Contract / Engineering

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QTT-SSI[®] SERVICE/PURCHASE AGREEMENT

MANUALS / TRAINING SERVICES

1 System User Training, 4 Hour Session, On Site

80600750

SUBTOTAL - Training/Manuals

GRAND TOTAL, System Equipment, Software & Services

52,525.10

SURFACE SYSTEMS, INC.

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City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council Members

SUBJECT: Petition to construct a bridge on Westport in the Moorings 10th Addition (south of 53rd St. North, west of Meridian) (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On January 8, 2008, the City Council approved a petition to construct a bridge on Westport in the Moorings 10th Addition. Based on recent bid prices, the existing Petition does not have sufficient budget to award a construction contract. The developer has submitted a new Petition to increase the project budget. The signatures on the Petition represent 100% of the improvement district.

Analysis: The project will provide a bridge for a residential development located south of 53rd St. North, west of Meridian.

Financial Considerations: The existing Petition totals \$238,000. The new Petition totals \$417,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by constructing a bridge required for a residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on December 12, 2008

RESOLUTION NO. 08-544

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A BRIDGE ON WESTPORT (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84643 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A BRIDGE ON WESTPORT (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84643 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 08-025 adopted on January 8, 2008, is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing a bridge on Westport (south of 53rd St. North, west of Meridian) 472-84643.

Said bridge shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to Four Hundred Seventeen Thousand Dollars (\$417,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after November 1, 2008 exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MOORINGS 10TH ADDITION

Lots 2 through 18, Block 1
Lots 1 through 10, Block 2
Lots 1 through 24, Block 3
Lots 1 through 23, Block 4
Lots 1 through 5, Block 5

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 18, Block 1; Lots 1 through 10, Block 2; Lots 1 through 24, Block 3; MOORINGS 10TH ADDITION shall each pay 106/10,000 of the total cost payable by the improvement district; Lots 1 through 23, Block 4;

MOORINGS 10TH ADDITION shall each pay 161/10,000 of the total cost payable by the improvement district; Lot 1, Block 5; MOORINGS 10TH ADDITION shall pay 179/10,000 of the total cost payable by the improvement district; and Lots 2 through 5, Block 5; MOORINGS 10TH ADDITION shall each pay 178/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of December, 2008.

CARL BREWER, MAYOR

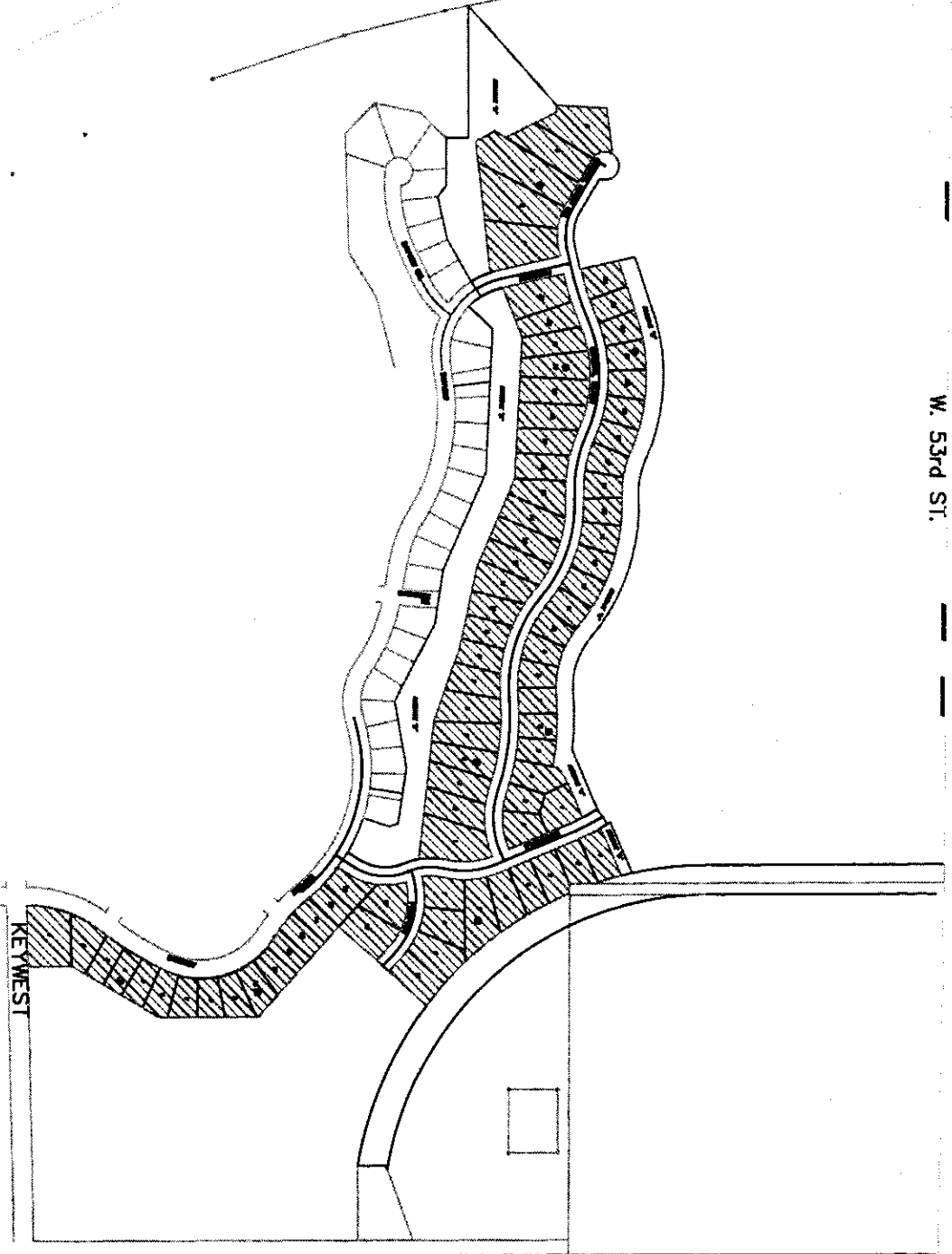
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

MOORINGS 10TH ADDITION

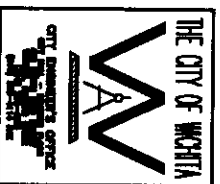
W. 53rd ST.



PROPOSED IMPROVEMENT DISTRICT



(ACTUAL ALIGNMENT TO BE
DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/18/2008	4. Project Description & Location Westport Bridge in Moorings 10th Addition	
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required	As Required			
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving				
Bridge & Culverts		\$417,000		\$417,000
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Street Lights				
Totals		\$417,000		\$417,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				472-84643

Platting Required	Yes	No
Lot Split	X	
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

13. Recommendation: Approve the Petition and Adopt the resolution

Division Head <i>Jan Amos</i>	Department Head <i>Carla M. Co.</i>	Budget Officer <i>Antoinette Kelly</i>	City Manager
		Date 11/25/2008	Date

20
3
OFFICE

BRIDGE PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

MOORINGS 10TH ADDITION

Lots 2 through 18, Block 1;
Lots 1 through 10, Block 2;
Lots 1 through 24, Block 3;
Lots 1 through 23, Block 4;
Lots 1 through 5, Block 5;

472-84643

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed within the area described above, a bridge on Westport. That said bridge between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement is Four Hundred Seventeen Thousand Dollars (\$417,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after November 1, 2008.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or

Moorings 10th Addition – Bridge Petition
GJA/cw 06608 REPETITION # 472.84643

Page 1

reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 2 through 18, Block 1; Lots 1 through 10, Block 2; Lots 1 through 24, Block 3; Moorings 10th Addition shall each pay 106/10,000 of the total cost payable by the improvement district; Lots 1 through 23, Block 4; Moorings 10th Addition shall each pay 161/10,000 of the total cost payable by the improvement district; Lot 1, Block 5; Moorings 10th Addition shall pay 179/10,000 of the total cost payable by the improvement district; and Lots 2 through 5, Block 5; Moorings 10th Addition shall each pay 178/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.


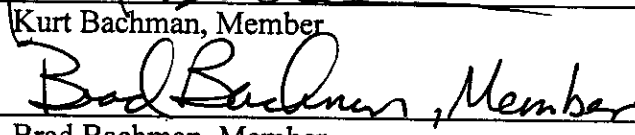
2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>MOORINGS 10TH ADDITION</u> Lots 2 through 18, Block 1; Lots 1 through 10, Block 2; Lots 1 through 24, Block 3; Lots 1 through 23, Block 4; and Lots 1 through 5, Block 5; Moorings 10 th Addition, an addition to Wichita, Sedgwick County, Kansas.	CBB NORTHLAKES, LLC, A Kansas Limited Liability Company By:  Kurt Bachman, Member By:  Brad Bachman, Member	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

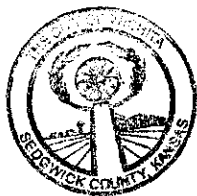
Cynthia X. Upmace
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 17th day of November 2008.



Deborah J. Zedler
Deputy City Clerk

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council Members

SUBJECT: Petition for a Water Distribution System to serve an unplatted tract (north of 29th St. North, east of Greenwich) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will extend a water line to a new development located north of 29th St. North, east of Greenwich.

Financial Considerations: The Petition totals \$191,000 with \$33,977 paid by special assessments and \$157,023 paid by the Water Utility. The Utility share is the cost of over sizing the pipe to serve future development outside the improvement district. The special assessments are based on a main benefit fee of \$.026 per square foot of ownership.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing water improvements required for new development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on December 12, 2008

RESOLUTION NO. 08-545

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90411 (NORTH OF 29TH ST. NORTH, EAST OF GREENWICH) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF 448-90411 (NORTH OF 29TH ST. NORTH, EAST OF GREENWICH) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90411 (north of 29th St. North, east of Greenwich).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Ninety-One Thousand Dollars (\$191,000) exclusive of the cost of interest on borrowed money. The Benefit District shall be responsible for paying Thirty-Three Thousand Nine Hundred Seventy-Seven Dollars (\$33,977) of the total cost of the foregoing improvements, such amount representing a \$0.026 per square foot water main benefit fee assessment. The remaining cost of the improvements shall be payable from other available funds of the City, including available and unencumbered funds of the Water and Sewer Utility and proceeds of Water and Sewer Utility Revenue Bonds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after November 1, 2008, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

UNPLATTED TRACT "A"

The south 1000.00 feet of the west 1366.80 feet of the N ½ of the SW ¼ of Sec. 34, Twp. 26-S, R-2-E of the 6th P.M., Sedgwick County, Kansas, subject to road right-of-way of record

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: UNPLATTED TRACT 'A' shall pay 100 percent of Thirty-Three Thousand Nine Hundred Seventy-Seven Dollars (\$33,977) of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership

of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

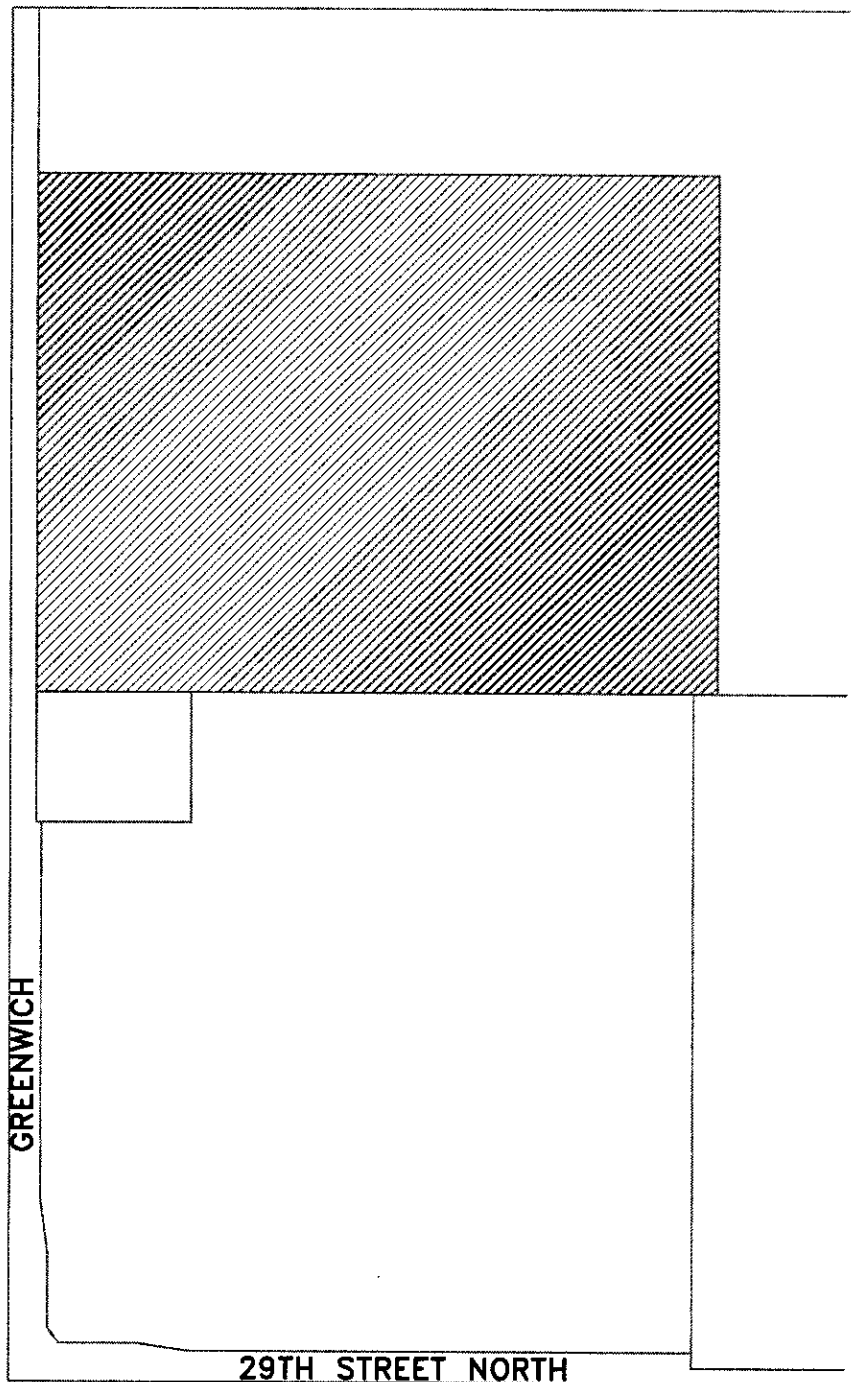
PASSED by the governing body of the City of Wichita, Kansas, this 9th day of December, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

UNPLATTED TRACT



BENEFIT DISTRICT

(ACTUAL ALIGNMENT TO BE
DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

X

1. Prepare in triplicate

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.


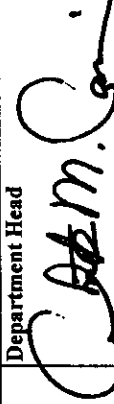
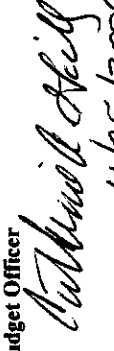
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/19/2008	4. Project Description & Location Water Distribution System for unplatted area north of 29th St. North, east of Greenwich
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required	As Required		
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer			
Sidewalk			
Water		\$33,977	\$157,023
Other			
Totals		\$33,977	\$157,023
Total CIP Amount Budgeted			\$191,000
Total Prelim. Estimate			

12A.
Platting Required
Lot Split
Petition
Ordered by WCC

Remarks:
100 % Petition
* Water Utility
448-90411

13. Recommendation: Approve the Petition and adopt the Resolution

Division Head 	Department Head 	Budget Officer 	City Manager
		Date 11/25/2008	Date

RECEIVED

NOV 12 '08

CITY CLERK OFFICE

WATER MAIN PETITION
(Outside Corporate Limits)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

UNPLATTED TRACT "A"

The south 1000.00 feet of the west 1366.80 feet of the N1/2 of the SW1/4 of Sec. 34, Twp. 26-S, R-2-E of the 6th P.M., Sedgwick County, Kansas, subject to road rights-of-way of record.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a waterworks system including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

- (b) That the estimated and probable cost of the foregoing improvements being One Hundred Ninety-One Thousand Dollars (\$191,000), exclusive of the interest on borrowed money. The Benefit District shall be responsible for paying Thirty-Three Thousand Nine Hundred Seventy Seven Dollars (\$33,977.00) of the total cost of the foregoing improvements, such amount representing a \$0.026 per square foot water main benefit fee assessment. The remaining cost of the improvements shall be payable from other available funds of the City, including available and unencumbered funds of the Water and Sewer Utility and proceeds of Water and Sewer Utility Revenue Bonds. Said estimated cost as above set forth may be increased at the pro rata rate of 1 percent per month from and after November 1, 2008.

- (c) That the Benefit District described above shall be constituted as an improvement district against which shall be assessed the actual cost of the improvement for which the Benefit District is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the city of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In

448-90411

(North of
29th St
North,
East of

GREENWICH)

addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the Benefit District shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: UNPLATTED TRACT 'A' shall pay 100 percent of Thirty-Three Thousand Nine Hundred Seventy-Seven Dollars (\$33,977.00) of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

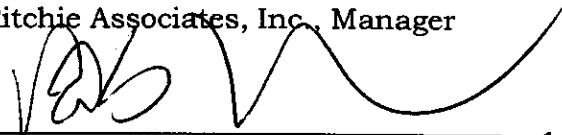
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (a) both a majority of owners of record, and the owners of record of more than half the area liable for assessments outside the corporate limits of the City of Wichita, Kansas, and also (b) either (I) a majority of the resident owners of record or (II) the resident owners of record of more than one-half of the area liable for assessment within the corporate limits of the City of Wichita, Kansas, or (III) the owners of record (whether resident or not) of more than one-half the area liable for assessment within the corporate limits of the City of Wichita, Kansas.

Petitions for projects which are partially within the corporate limits of Wichita shall be commenced only upon a petition found sufficient by the provisions of K.S.A. 12-6a04, except that for the purpose of determining the sufficiency of the signatures to such petitions, only that area which is outside the corporate limits of Wichita shall be considered to constitute the proposed improvement district.

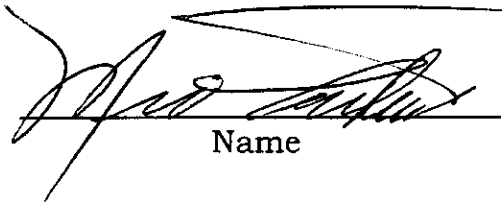
5. The owners of land covered hereunder outside the corporate limits of Wichita do hereby petition, consent to and request annexation of such lands by The City at such time as it determines appropriate (as contemplated in K.S.A. 12-519 et. Seq.). Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city, land or any part thereof. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>UNPLATTED TRACT 'A'</u>	Greenwich Investments, LLC By: Ritchie Associates, Inc., Manager By:  Rob Ramseyer, Vice-President	11/5/08

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.


Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 12th day of November 2008.




Deputy City Clerk

Statements of Cost:

PAVING

- a. Improving Victoria, Victoria Court, Pattie, Maywood and Maywood Court to serve Rivendale Addition (north of 55th Street South, west of Hydraulic). Total Cost - \$627,629.35 (plus idle fund interest - \$12,915.90, plus temporary note interest - \$13,454.75). Financing to be issued at this time - \$654,000.00. (766126/472-83868/490-144).
- b. Improving Shade Court to serve Shady Ridge Addition (south of Central, east of Maize). Total Cost - \$123,501.43 (plus idle fund interest - \$1,256.78, plus temporary note interest - \$1,741.79). Financing to be issued at this time - \$126,500.00. (766167/472-84052/490-185).
- c. Improving a decel lane on the south side of 21st Street North to serve the entrance between Lot 1, Block 2, Cross Pointe 2nd Addition and Lot 10, Block 1, Cross Pointe Addition (south of 21st Street North, east of Greenwich). Total Cost - \$42,779.73 (plus idle fund interest - \$444.99, plus temporary note interest - \$575.28). Financing to be issued at this time - \$43,800.00. (766185/472-84231/490-203).
- d. Improving a left turn lane on 21st Street North to serve the eastern most entrance, between Lot 10, Block 1, Cross Pointe Addition and Lot 1, Block 2, Cross Pointe 2nd Addition, approximately 430 feet west of K-96 (south of 21st Street North, east of Greenwich). Total Cost - \$21,689.74 (plus idle fund interest - \$610.26, plus temporary note interest - \$0.00). Financing to be issued at this time - \$22,300.00. (766186/472-84234/490-204).
- e. Improving Maize Court from the west line of Maize Road, west to and including the cul-de-sac to serve Lillie 2nd Addition (south of Maple, west of Maize Road). Total Cost - \$151,946.31 (plus idle fund interest - \$2,193.18, plus temporary note interest - \$2,260.51). Financing to be issued at this time - \$156,400.00. (766123/472-84286/490-141).
- f. Improving Zelta Drive from the north line of Kellogg Drive to the south line of Waterman (north of Kellogg, east of Greenwich). Total Cost - \$311,838.52 (plus idle fund interest - \$5,247.26, plus temporary note interest - \$5,314.22). Financing to be issued at this time - \$322,400.00. (765972/472-84300/490-087).
- g. Improving Bracken, Bracken Court, Troon, Troon Court, Woodridge, and White Tail to serve Crestlake Addition (north of Central, west of 127th Street East). Total Cost - \$457,132.77 (plus idle fund interest - \$8,562.71, plus temporary note interest - \$14,104.52). Financing to be issued at this time - \$479,800.00. (765994/472-84406/490-111).
- h. Improving Grove Street from 63rd Street South to 1,350 feet south of 63rd Street South (Grove south of 63rd Street South). Total Cost - \$243,887.85 (plus idle fund interest - \$5,032.03, plus temporary note interest - \$2,480.12). Financing to be issued at this time - \$251,400.00. (766109/472-84438/490-126).
- i. Improving Monument, Cowboy, Red Rock and Canyon to serve Southwest Passage Addition (south of Pawnee, west of 119th Street West). Total Cost - \$375,015.66 (plus idle fund interest - \$3,899.23, plus temporary note interest - \$5,385.11). Financing to be issued at this time - \$384,300.00. (766180/472-84447/490-198).
- j. Improving Jamesburg, Nickelton, Nickelton Circle, Nickelton Court and Ridgepoint to serve Silverton Addition (north of 13th Street North, west of 135th Street West). Total Cost - \$539,490.69 (plus idle fund interest - \$9,686.56, plus temporary note interest - \$9,722.75). Financing to be issued at this time - \$558,900.00. (766152/472-84459/490-170).
- k. Improving 58th Street North, 58th Court North and Edwards to serve Northgate Addition (north of 53rd Street North, west of Meridian). Total Cost - \$543,352.20 (plus idle fund interest - \$7,020.42, plus temporary note interest - \$8,627.38). Financing to be issued at this time - \$559,000.00. (766125/472-84465/490-143).
- l. Improving High Point, High Court, Conrey to serve Tyler's Landing 3rd Addition (south of 37th Street North, east of Tyler). Total Cost - \$250,019.85 (plus idle fund interest - \$3,303.81, plus temporary note interest - \$2,876.34). Financing to be issued at this time - \$256,200.00. (766168/472-84496/490-186).
- m. Improving Grand Mere Court to serve Belle Terre South 2nd Addition (north of Kellogg, west of 159th Street East). Total Cost - \$48,554.20 (plus idle fund interest - \$1,245.80, plus temporary note interest - \$0.00). Financing to be issued at this time - \$49,800.00. (766135/472-84502/490-153).

- n. Improving 44th Street South, St. Paul, St. Paul Court, Chase to serve Legacy 3rd Addition (north of 47th Street South, west of Meridian). Total Cost - \$525,842.68 (plus idle fund interest - \$6,752.25, plus temporary note interest - \$6,905.07). Financing to be issued at this time - \$539,500.00. (766136/472-84527/490-154).
- o. Improving Herrington, Sally, Funston, and Lynrae to serve Willow Creek East Addition (south of Harry, east of Greenwich). Total Cost - \$306,765.19 (plus idle fund interest - \$4,905.08, plus temporary note interest - \$4,829.73). Financing to be issued at this time - \$316,500.00. (766138/472-84535/490-156).
- p. Façade Improvement Program at the northeast corner of Harry and Broadway to serve Zimmerly's Addition (north of Harry, east of Broadway). Total Cost - \$80,464.50 (plus idle fund interest - \$1,735.50, plus temporary note interest - \$0.00). Financing to be issued at this time - \$82,200.00. (766022/472-84563/491-023).
- q. Façade Improvement Program at 571-577 W. Douglas, West Wichita Addition (south of Douglas, west of McLean). Total Cost - \$147,006.09 (plus idle fund interest - \$2,930.26, plus temporary note interest - \$2,163.65). Financing to be issued at this time - \$152,100.00. (766023/472-84574/491-024).
- r. Improving Fawn Grove/Morris, Fawn Grove Court to serve Fawn Grove at Sunset Lakes Addition (south of Kellogg, west of Greenwich). Total Cost - \$219,182.51 (plus idle fund interest - \$2,629.84, plus temporary note interest - \$3,687.65). Financing to be issued at this time - \$225,500.00. (766161/472-84576/490-179).
- s. Improving Lorraine Avenue from the south line of 27th Street North to the south line of the proposed cul-de-sac in existing 26th Street North right-of-way to serve Agee-Hunter Addition (north of 21st Street North, west of Hillside). Total Cost - \$92,038.57 (plus idle fund interest - \$2,361.43, plus temporary note interest - \$0.00). Financing to be issued at this time - \$94,400.00. (766174/472-84603/490-192).
- t. Improving a left turn lane and right turn lane on 13th at Lindberg to serve Waterfront 6th Addition (north of 13th Street North, east of Webb). Total Cost - \$130,083.83 (plus idle fund interest - \$3,616.17, plus temporary note interest - \$0.00). Financing to be issued at this time - \$133,700.00. (766191/472-84627/490-209).
- u. Improving North Iron Wood Circle to serve The Pines at Sawmill Creek Addition (north of 45th Street North, east of Rock Road). Total Cost - \$151,312.90 (plus idle fund interest - \$2,896.40, plus temporary note interest - \$990.70). Financing to be issued at this time - \$155,200.00. (766182/472-84630/490-200).
- v. Improving Crossmark to serve Cross Pointe 2nd Addition (south of 21st Street North, east of Greenwich). Total Cost - \$259,861.90 (plus idle fund interest - \$6,438.10, plus temporary note interest - \$0.00). Financing to be issued at this time - \$266,300.00. (766184/472-84640/490-202).
- w. Improving a left turn lane on 13th Street North eastbound into Veranda to serve Waterfront Residential and Greenwich Office Park Additions (north of 13th Street North, west of Greenwich). Total Cost - \$138,969.54 (plus idle fund interest - \$1,956.24, plus temporary note interest - \$1,374.22). Financing to be issued at this time - \$142,300.00. (766190/472-84645/490-208).
- x. Façade Improvement Program at 1716 E. Douglas, Mosbacher's Addition (north of Douglas, east of Hydraulic). Total Cost - \$31,410.92 (plus idle fund interest - \$389.08, plus temporary note interest - \$0.00). Financing to be issued at this time - \$31,800.00. (766028/472-84724/491-029).

Statements of Cost:

WATER

- a. Improving Water Distribution System to serve Hoover Road and 21st Street North (north of 21st Street North, east of Zoo Boulevard). Total Cost - \$977,097.40 (plus idle fund interest - \$22,703.94, plus temporary note interest - \$45,998.66). Financing to be issued at this time - \$1,045,800.00. (735067/448-89674/470-737).
- b. Improving Water Distribution System to serve Power CDC Addition (north of 26th Street North, west of Grove). Total Cost - \$43,842.45 (plus idle fund interest - \$1,057.55, plus temporary note interest - \$0.00). Financing to be issued at this time - \$44,900.00. (735387/448-89823/470-060).
- c. Improving Water Distribution System to serve Oak Creek, Oak Creek 2nd, Cross Pointe, and Eastside Community Church Additions (south of 21st Street North, west of Greenwich). Total Cost - \$288,760.59 (plus idle fund interest - \$4,803.92, plus temporary note interest - \$22,835.49). Financing to be issued at this time - \$316,400.00. (735279/448-90066/470-950).
- d. Improving Water Distribution System to serve Auburn Hills 16th Addition (south of Maple, east of 151st Street West). Total Cost - \$141,948.74 (plus idle fund interest - \$1,241.96, plus temporary note interest - \$2,109.30). Financing to be issued at this time - \$145,300.00. (735386/448-90123/470-059).
- e. Improving Water Distribution System to serve an area located south of 55th Street South, west of Broadway. Total Cost - \$14,733.91 (plus idle fund interest - \$291.90, plus temporary note interest - \$674.19). Financing to be issued at this time - \$15,700.00. (735289/448-90126/470-960).
- f. Improving Water Distribution System to serve Southern Ridge 4th Addition (south of Pawnee, west of Maize). Total Cost - \$38,199.11 (plus idle fund interest - \$900.89, plus temporary note interest - \$0.00). Financing to be issued at this time - \$39,100.00. (735401/448-90147/470-074).
- g. Improving Water Distribution System to serve Southern Ridge 3rd and Southern Ridge 4th Additions (south of Pawnee, west of Maize). Total Cost - \$44,876.23 (plus idle fund interest - \$1,123.77, plus temporary note interest - \$0.00). Financing to be issued at this time - \$46,000.00. (735402/448-90148/470-075).
- h. Improving Water Distribution System to serve Country Hollow Addition (south of Kellogg, east of 127th Street East). Total Cost - \$85,705.69 (plus idle fund interest - \$715.97, plus temporary note interest - \$1,278.34). Financing to be issued at this time - \$87,700.00. (735399/448-90157/470-072).
- i. Improving Water Distribution System to serve The Woods Addition (east of 151st Street East, north of Maple). Total Cost - \$106,336.20 (plus idle fund interest - \$2,263.80, plus temporary note interest - \$0.00). Financing to be issued at this time - \$108,600.00. (735400/448-90163/470-073).
- j. Improving Water Distribution System to serve Blackstone Addition (north of 13th Street North, east of 151st Street West). Total Cost - \$86,723.87 (plus idle fund interest - \$1,242.99, plus temporary note interest - \$1,433.14). Financing to be issued at this time - \$89,400.00. (735365/448-90185/470-038).
- k. Improving Water Distribution System to serve Mesa Verde Addition (south of 37th Street North, east of Meridian). Total Cost - \$43,718.72 (plus idle fund interest - \$1,081.28, plus temporary note interest - \$0.00). Financing to be issued at this time - \$44,800.00. (735390/448-90260/470-063).
- l. Improving Water Distribution System to serve Mesa Verde Addition (south of 37th Street North, east of Meridian). Total Cost - \$24,377.40 (plus idle fund interest - \$522.60, plus temporary note interest - \$0.00). Financing to be issued at this time - \$24,900.00. (735419/448-90261/470-092).
- m. Improving Water Distribution System to serve Turkey Creek 3rd Addition (north of Pawnee, east of 135th Street West). Total Cost - \$91,993.31 (plus idle fund interest - \$832.47, plus temporary note interest - \$1,374.22). Financing to be issued at this time - \$94,200.00. (735379/448-90262/470-052).
- n. Improving Water Distribution System to serve Belle Terre South 2nd Addition (north of Kellogg, west of 159th Street East). Total Cost - \$9,025.66 (plus idle fund interest - \$374.34, plus temporary note interest - \$0.00). Financing to be issued at this time - \$9,400.00. (735356/448-90274/470-029).

- o. Improving Water Distribution System to serve Krug South Addition (south of 21st Street North, west of 143rd Street East). Total Cost - \$188,664.24 (plus idle fund interest - \$3,565.79, plus temporary note interest - \$5,569.97). Financing to be issued at this time - \$197,800.00. (735354/448-90277/470-027).
- p. Improving Water Distribution System to serve Johnson Commercial Centre and Northgate Commercial Park First Additions (along 53rd Street North, west of Meridian). Total Cost - \$97,680.70 (plus idle fund interest - \$2,319.30, plus temporary note interest - \$0.00). Financing to be issued at this time - \$100,000.00. (735417/448-90281/470-090).
- q. Improving Water Distribution System to serve Meadowlake Beach Addition (north of 55th Street South, west of Clifton). Total Cost - \$98,001.96 (plus idle fund interest - \$1,139.77, plus temporary note interest - \$1,358.27). Financing to be issued at this time - \$100,500.00. (735368/448-90285/470-041).
- r. Improving Water Distribution System to serve Meadowlake Beach Addition (north of 55th Street South, west of Clifton). Total Cost - \$103,711.33 (plus idle fund interest - \$1,086.61, plus temporary note interest - \$1,502.06). Financing to be issued at this time - \$106,300.00. (735369/448-90286/470-042).
- s. Improving Water Distribution System to serve Cheryl's Hollow 2nd Addition (north of 13th Street North, west of 135th Street West). Total Cost - \$84,770.67 (plus idle fund interest - \$1,498.90, plus temporary note interest - \$1,230.43). Financing to be issued at this time - \$87,500.00. (735362/448-90290/470-035).
- t. Improving Water Distribution System to serve Hunter Health Clinic 2nd Addition (north of Central, east of Hydraulic). Total Cost - \$21,975.54 (plus idle fund interest - \$524.46, plus temporary note interest - \$0.00). Financing to be issued at this time - \$22,500.00. (735403/448-90291/470-076).
- u. Improving Water Distribution System to serve Tara Creek Addition (north of Pawnee, west of 127th Street East). Total Cost - \$41,147.23 (plus idle fund interest - \$529.58, plus temporary note interest - \$623.19). Financing to be issued at this time - \$42,300.00. (735376/448-90297/470-049).
- v. Improving Water Distribution System to serve Parkstone Addition (north of Douglas, east of Hillside). Total Cost - \$178,775.96 (plus idle fund interest - \$2,399.26, plus temporary note interest - \$2,524.78). Financing to be issued at this time - \$183,700.00. (735380/448-90303/470-053).
- w. Improving Water Distribution System to serve Loveall Addition (along West Street from 47th Street South). Total Cost - \$54,328.50 (plus idle fund interest - \$272.50, plus temporary note interest - \$799.00). Financing to be issued at this time - \$55,400.00. (735377/448-90309/470-050).
- x. Improving Water Distribution System to serve Maple Shade Addition (north of Pawnee, east of Webb). Total Cost - \$31,555.90 (plus idle fund interest - \$1,444.10, plus temporary note interest - \$0.00). Financing to be issued at this time - \$33,000.00. (735375/448-90318/470-048).
- y. Improving Water Distribution System to serve Agee-Hunter Addition, Bruce Jones Addition, Chautauqua Addition (north of 21st Street North, west of Hillside). Total Cost - \$14,456.31 (plus idle fund interest - \$343.69, plus temporary note interest - \$0.00). Financing to be issued at this time - \$14,800.00. (735388/448-90328/470-061).
- z. Improving Water Distribution System to serve Waterfront Residential Addition (north of 13th Street North, west of Greenwich). Total Cost - \$167,816.08 (plus idle fund interest - \$2,286.51, plus temporary note interest - \$1,997.41). Financing to be issued at this time - \$172,100.00. (735394/448-90329/470-067).
- aa. Improving Water Distribution System to serve Monarch Landing 2nd Addition (north of 21st Street North, west of 159th Street East). Total Cost - \$112,086.63 (plus idle fund interest - \$951.51, plus temporary note interest - \$1,661.86). Financing to be issued at this time - \$114,700.00. (735398/448-90334/470-071).
- bb. Improving Water Distribution System to serve Waterfront 6th, Waterfront Residential, and Greenwich Office Park Additions (north of 13th Street North, west of Greenwich). Total Cost - \$229,735.80 (plus idle fund interest - \$3,286.33, plus temporary note interest - \$1,677.87). Financing to be issued at this time - \$234,700.00. (735383/448-90342/470-056).

- cc. Improving Water Distribution System to serve The Pines at Sawmill Creek Addition (north of 45th Street North, east of Rock Road). Total Cost - \$25,802.84 (plus idle fund interest - \$313.64, plus temporary note interest - \$383.52). Financing to be issued at this time - \$26,500.00. (735396/448-90347/470-069).
- dd. Improving Water Distribution System to serve Cross Pointe 2nd Addition (south of 21st Street North, east of Greenwich). Total Cost - \$30,395.24 (plus idle fund interest - \$357.32, plus temporary note interest - \$447.44). Financing to be issued at this time - \$31,200.00. (735397/448-90352/470-070).
- ee. Improving Water Distribution System to serve Woodland North Addition (east of Hood, south of 29th Street North). Total Cost - \$24,232.50 (plus idle fund interest - \$567.50, plus temporary note interest - \$0.00). Financing to be issued at this time - \$24,800.00. (735420/448-90359/470-093).
- ff. Improving Water Distribution System to serve Wheatridge Addition (north of Kellogg, west of 119th Street West). Total Cost - \$65,317.74 (plus idle fund interest - \$1,782.26, plus temporary note interest - \$0.00). Financing to be issued at this time - \$67,100.00. (735406/448-90367/470-079).
- gg. Improving Water Distribution System to serve Foliage 4th Addition (north of 13th, west of Webb). Total Cost - \$30,171.15 (plus idle fund interest - \$628.85, plus temporary note interest - \$0.00). Financing to be issued at this time - \$30,800.00. (735421/448-90391/470-094).

SEWER

- hh. Constructing Main 22 Southwest Interceptor Sewer along MacArthur from approximately 1/2 mile east and west of West Street. Total Cost - \$1,970,026.49 (plus idle fund interest - \$33,805.12, plus temporary note interest - \$41,768.39). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$2,045,600.00. (744140/468-83861/480-828).
- ii. Constructing Lateral 47 Cowskin Interceptor Sewer to serve Southern Ridge 3rd Addition (south of Pawnee, west of Maize). Total Cost - \$217,200.42 (plus idle fund interest - \$5,057.99, plus temporary note interest - \$303.59). Sewer Main Benefit Fee - \$52,038.00. Financing to be issued at this time - \$274,600.00. (744269/468-83967/480-958).
- jj. Constructing Lateral 51 Cowskin Interceptor Sewer to serve Auburn Hills 16th Addition (south of Maple, east of 151st Street West). Total Cost - \$195,893.41 (plus idle fund interest - \$2,388.22, plus temporary note interest - \$2,828.37). Sewer Main Benefit Fee - \$29,890.00. Financing to be issued at this time - \$231,000.00. (744250/468-84091/480-938).
- kk. Constructing Lateral 387 Four Mile Creek Sewer to serve Country Hollow Addition (south of Kellogg, east of 127th Street East). Total Cost - \$135,859.51 (plus idle fund interest - \$1,259.03, plus temporary note interest - \$1,981.46). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$139,100.00. (744267/468-84103/480-956).
- ll. Constructing Lateral 56 Cowskin Interceptor Sewer to serve The Woods Addition (north of Maple, east of 151st Street West). Total Cost - \$394,324.10 (plus idle fund interest - \$12,644.15, plus temporary note interest - \$2,912.75). Sewer Main Benefit Fee - \$51,819.00. Financing to be issued at this time - \$461,700.00. (744268/468-84129/480-957).
- mm. Constructing Lateral 56, Cowskin Interceptor Sewer to serve The Woods Addition (north of Maple, east of 151st Street West). Total Cost - \$394,324.10 (plus idle fund interest - \$12,644.15, plus temporary note interest - \$2,912.75). Sewer Main Benefit Fee - \$51,819.00. Financing to be issued at this time - \$461,700.00. (744268/468-84129/480-957).
- nn. Constructing Lateral 4, Main 6, Cowskin Interceptor Sewer to serve Turkey Creek 3rd Addition (north of Pawnee, east of 135th Street West). Total Cost - \$303,266.01 (plus idle fund interest - \$4,959.71, plus temporary note interest - \$4,474.28). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$312,700.00. (744246/468-84287/480-934).
- oo. Constructing Lateral 403 Four Mile Creek Sewer to serve Belle Terre South 2nd Addition (north of Kellogg, west of 159th Street East). Total Cost - \$21,775.23 (plus idle fund interest - \$624.77, plus temporary note interest - \$0.00). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$22,400.00. (744222/468-84311/480-910).
- pp. Constructing Lateral 7, Main 14, Four Mile Creek Sewer to serve Krug South Addition (south of 21st Street North, west of 143rd Street East). Total Cost - \$791,818.15 (plus idle fund interest - \$18,199.17, plus temporary note interest - \$23,220.68). Sewer Main Benefit Fee - \$119,462.00. Financing to be issued at this time - \$952,700.00. (744218/468-84321/480-906).

- qq. Constructing Lateral 2, Main 3, Boeing Sanitary Sewer to serve Meadowlake Beach Addition (north of 55th Street South, west of Clifton). Total Cost - \$215,637.40 (plus idle fund interest - \$2,749.18, plus temporary note interest - \$3,503.42). Sewer Main Benefit Fee - \$30,410.00. Financing to be issued at this time - \$252,300.00. (744238/468-84340/480-926).
- rr. Constructing Lateral 18, District D, Sanitary Sewer No. 12 to serve Hunter Health Clinic 2nd Addition (north of Central, east of Hydraulic). Total Cost - \$59,968.39 (plus idle fund interest - \$1,431.61, plus temporary note interest - \$0.00). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$61,400.00. (744270/468-84350/480-959).
- ss. Constructing Lateral 4, Main 18, Four Mile Creek Sewer to serve Tara Creek Addition (north of Pawnee, west of 127th Street East). Total Cost - \$80,819.72 (plus idle fund interest - \$1,327.54, plus temporary note interest - \$1,352.74). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$83,500.00. (744245/468-84357/480-933).
- tt. Constructing Relocate part of District B, Sanitary Sewer No. 12 to serve Parkstone Addition (north of Douglas, east of Hillside). Total Cost - \$329,829.07 (plus idle fund interest - \$5,644.09, plus temporary note interest - \$4,026.84). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$339,500.00. (744247/468-84376/480-935).
- uu. Constructing Lateral 407, Four Mile Creek Sewer to serve Maple Shade Addition (north of Pawnee, east of Webb). Total Cost - \$38,873.37 (plus idle fund interest - \$1,130.63, plus temporary note interest - \$496.00). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$40,500.00. (744244/468-84391/480-932).
- vv. Constructing Lateral 170, Sanitary Sewer No. 22 to serve Metal-Fab Addition (north of Pawnee, west of Meridian). Total Cost - \$19,200.68 (plus idle fund interest - \$499.32, plus temporary note interest - \$0.00). Sewer Main Benefit Fee - \$24,000.00. Financing to be issued at this time - \$43,700.00. (744263/468-84405/480-952).
- ww. Constructing Lateral 53 War Industry Sewer to serve Greenwich Office Park Addition (north of 13th Street North, west of Greenwich). Total Cost - \$61,124.25 (plus idle fund interest - \$864.92, plus temporary note interest - \$910.83). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$62,900.00. (744251/468-84408/480-939).
- xx. Constructing Lateral 54, Main 24, War Industry Sewer to serve Waterfront Residential Addition (north of 13th Street North, west of Greenwich). Total Cost - \$324,355.83 (plus idle fund interest - \$4,070.42, plus temporary note interest - \$4,873.75). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$333,300.00. (744242/468-84422/480-940).
- yy. Constructing Lateral 55, War Industry Sewer to serve Waterfront 6th Addition (north of 13th Street North, west of Greenwich). Total Cost - \$49,122.15 (plus idle fund interest - \$742.77, plus temporary note interest - \$735.08). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$50,600.00. (744253/468-84427/480-942).
- zz. Constructing Lateral 56, War Industry Sewer to serve Waterfront 6th Addition (north of 13th Street North, west of Greenwich). Total Cost - \$41,342.42 (plus idle fund interest - \$714.26, plus temporary note interest - \$543.32). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$42,600.00. (744254/468-84428/480-943).
- aaa. Constructing Lateral 123, Sanitary Sewer No. 23 to serve Webb Business Park Addition (north of 37th Street North, west of Webb). Total Cost - \$54,568.17 (plus idle fund interest - \$718.51, plus temporary note interest - \$543.32). Sewer Main Benefit Fee - \$139,070.00. Financing to be issued at this time - \$194,900.00. (744275/468-84430/480-964).
- bbb. Constructing Lateral 1, Main 24, Four Mile Creek Sewer to serve Monarch Landing 2nd Addition (north of 21st Street North, west of 159th Street East). Total Cost - \$139,983.23 (plus idle fund interest - \$1,639.43, plus temporary note interest - \$2,077.34). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$143,700.00. (744256/468-84432/480-945).
- ccc. Constructing Lateral 151, Main 4, Sanitary Sewer No. 23 to serve Brodbeck Addition (west of Arkansas, north of 29th Street North). Total Cost - \$50,487.38 (plus idle fund interest - \$1,212.62, plus temporary note interest - \$0.00). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$51,700.00. (744266/468-84451/480-955).
- ddd. Constructing Lateral 4, Main 11, Sanitary Sewer No. 23 to serve The Pines at Sawmill Creek Addition (north of 45th Street North, east of Rock Road). Total Cost - \$69,074.85 (plus idle fund interest - \$702.49, plus temporary note interest - \$1,022.66). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$70,800.00. (744264/468-84456/480-953).

- eee. Constructing Lateral 152, Main 4, Sanitary Sewer No. 23 to serve Woodland North Addition (east of Hood, south of 29th Street North). Total Cost - \$18,102.21 (plus idle fund interest - \$397.79, plus temporary note interest - \$0.00). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$18,500.00. (744282/468-84479/480-971).
- fff. Constructing Lateral 43, Main 1, Cowskin Interceptor Sewer to serve Wheatridge Addition (north of Kellogg, west of 119th Street West). Total Cost - \$42,849.91 (plus idle fund interest - \$538.73, plus temporary note interest - \$511.36). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$43,900.00. (744272/468-84491/480-961).
- ggg. Constructing Lateral 11, Main 26, War Industry Sewer to serve Regency Lakes Commercial 2nd Addition (north of 21st Street North, west of Greenwich). Total Cost - \$28,182.57 (plus idle fund interest - \$617.43, plus temporary note interest - \$0.00). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$28,800.00. (744284/468-84509/480-973).
- hhh. Constructing Lateral 57, Main 24, War Industry Sewer to serve Foliage 4th Addition (north of 13th, west of Webb). Total Cost - \$62,302.59 (plus idle fund interest - \$1,397.41, plus temporary note interest - \$0.00). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$63,700.00. (744285/468-84519/480-974).

STORM WATER SEWER AND STORM WATER DRAIN

- iii. Constructing Storm Water Drain No. 281 to serve Country Hollow Addition (south of Kellogg, east of 127th Street East). Total Cost - \$215,372.86 (plus idle fund interest - \$4,080.76, plus temporary note interest - \$1,246.38). Financing to be issued at this time - \$220,700.00. (751468/468-84114/485-359).
- jjj. Constructing Storm Water Sewer No. 624 to serve Mesa Verde Addition (south of 37th Street North, east of Meridian). Total Cost - \$81,992.87 (plus idle fund interest - \$900.42, plus temporary note interest - \$1,006.71). Financing to be issued at this time - \$83,900.00. (751458/468-84285/485-349).
- kkk. Constructing Storm Water Drain No. 315 to serve Meadowlake Beach Addition (north of 63rd Street South, east of Hydraulic). Total Cost - \$761,989.31 (plus idle fund interest - \$17,290.44, plus temporary note interest - \$18,220.25). Financing to be issued at this time - \$797,500.00. (751444/468-84302/485-335).
- lll. Constructing Storm Water Drain No. 317 to serve Monarch Landing Addition (north of 21st Street North, west of 159th Street East). Total Cost - \$278,530.43 (plus idle fund interest - \$6,426.18, plus temporary note interest - \$8,243.39). Financing to be issued at this time - \$293,200.00. (751442/468-84318/485-333).
- mmm. Constructing Storm Water Sewer No. 627 to serve Monarch Landing Addition (north of 21st Street North, west of 159th Street East). Total Cost - \$408,769.18 (plus idle fund interest - \$10,391.87, plus temporary note interest - \$12,238.95). Financing to be issued at this time - \$431,400.00. (751443/468-84319/485-334).
- nnn. Constructing Storm Water Drain No. 323 to serve Legacy 3rd Addition (north of 47th Street South, west of Meridian). Total Cost - \$272,657.85 (plus idle fund interest - \$5,380.93, plus temporary note interest - \$4,461.22). Financing to be issued at this time - \$282,500.00. (751447/468-84330/485-338).
- ooo. Constructing Storm Water Drain No. 322 to serve Willow Creek East Addition (south of Harry, east of Greenwich). Total Cost - \$239,677.01 (plus idle fund interest - \$4,442.37, plus temporary note interest - \$5,880.62). Financing to be issued at this time - \$250,000.00. (751448/468-84339/485-339).
- ppp. Constructing Storm Water Drain No. 327 to serve Tara Creek Addition (north of Pawnee, west of 127th Street East). Total Cost - \$305,725.28 (plus idle fund interest - \$5,796.32, plus temporary note interest - \$4,378.40). Financing to be issued at this time - \$315,900.00. (751453/468-84358/485-344).
- qqq. Constructing Storm Water Drain No. 331 to serve Stonebridge 2nd Addition (north of 13th Street North, west of 159th Street East). Total Cost - \$1,120,563.57 (plus idle fund interest - \$17,604.88, plus temporary note interest - \$15,931.55). Financing to be issued at this time - \$1,154,100.00. (751454/468-84395/485-345).

- rrr. Constructing Storm Water Drain No. 635 to serve Waterfront Residential, Waterfront 6th and Greenwich Office Park Additions (north of 13th Street North, west of Greenwich). Total Cost - \$95,203.03 (plus idle fund interest - \$1,274.78, plus temporary note interest - \$1,422.19). Financing to be issued at this time - \$97,900.00. (751456/468-84411/485-347).
- sss. Constructing Storm Water Sewer No. 639 to serve Meadowlake Beach Addition (north of 55th Street South, west of Clifton). Total Cost - \$275,416.50 (plus idle fund interest - \$3,240.71, plus temporary note interest - \$4,042.79). Financing to be issued at this time - \$282,700.00. (751457/468-84446/485-348).
- ttt. Constructing Storm Water Sewer No. 644 to serve Foliage 4th Addition (north of 13th, west of Webb). Total Cost - \$51,537.73 (plus idle fund interest - \$1,162.27, plus temporary note interest - \$0.00). Financing to be issued at this time - \$52,700.00. (751476/468-84520/485-367).

Agenda Item No. XII-6b.

**City of Wichita
City Council Meeting
December 9, 2008**

TO: Mayor and City Council Members

SUBJECT: HUD EDI Grant Application for the 21st Street North Industrial Corridor revitalization plan and pre-engineering designs (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the application, and authorize all necessary signatures for the grant application and agreement.

Background: The City was officially notified on April 23, 2008 that an Economic Development Initiative (EDI) grant for Wichita in the amount of \$205,800 was included in the Consolidated Appropriations Act of 2008 (PL 110-161). According to the notice of award, the purpose of this grant is “for the 21st Street Industrial Corridor revitalization plan and pre-engineering designs.” In order to access these funds, an application packet must be submitted to the U.S. Department of Housing and Urban Development.

Analysis: These funds can be utilized to conduct an engineering study that will determine the scope and feasibility of a grade separation between 21st Street North, an arterial street, and multiple Class I railroads. This work is necessary in order to identify alternatives that will improve safety and alleviate traffic delays due to trains.

Financial Considerations: Funding in the amount of \$205,800 has been awarded by HUD and can be used to contract for professional engineering services. City staff has reviewed the grant application and associated documents and, upon Council approval, is prepared to complete all necessary documentation consistent with the instructions provided for submission to HUD in order to activate the grant.

Goal Impact: This grant addresses the Efficient Infrastructure goal by providing funding for professional services required for future transportation improvements.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council approve the grant application to the U.S. Department of Housing and Urban Development, and authorize all necessary signatures related to the grant application and agreement.

Attachments: Grant application packet.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input checked="" type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Kansas- 4th Districk Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Attn: City Engineer City of Wichita 455 N. Main Wichita, KS 67202 Congressional District, if known:		
6. Federal Department/Agency: Department of Housing & Urban Dev			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 205,800		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: James Armour Title: City Engineer Telephone No.: 316.268.4501 Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Project Narrative and Budget

Narrative: Funds to be used to conduct an engineering study which will determine the scope and feasibility of a grade separation between 21st Street North, an arterial street, and multiple Class I railroads.

Budget: \$205,800

\$205,800- Contractual services

-

Version 02

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☒ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s)

*Other (Specify)

3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

B-08-SP-KS-0735

*5b. Federal Award Identifier:

B-08-SP-KS-0735

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Wichita

*b. Employer/Taxpayer Identification Number (EIN/TIN):

48-6000053

*c. Organizational DUNS:

04-306-34-60

d. Address:

*Street 1: 455 N. Main

Street 2: _____

*City: Wichita

County: Sedgwick

*State: KS

Province: _____

*Country: USA

*Zip / Postal Code 67202

e. Organizational Unit:

Department Name:

ENGINEERING

Division Name:

PUBLIC WORKS

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____

*First Name: JAMES

Middle Name: _____

*Last Name: ARMOUR

Suffix: _____

Title: CITY ENGINEER

Organizational Affiliation:

CITY OF WICHITA

*Telephone Number: 316.268.4266

Fax Number: _____

*Email: jarmour@wichita.gov

Version 02

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type: C

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

*10 Name of Federal Agency:
US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.251

CFDA Title:
~~Economic Development Initiative- Special Project, Neighborhood Initiative and~~
Miscellaneous grants

*12 Funding Opportunity Number:

FY 2008

*Title:

EDI - SP

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Wichita
Sedgwick County
State of Kansas

*15. Descriptive Title of Applicant's Project:
21st Street Industrial Corridor Revitalization Plan and Pre-Engineering Design

Application for Federal Assistance SF-424		Version 02
16. Congressional Districts Of:		
*a. Applicant: 4th Kansas	*b. Program/Project: 4th Kansas	
17. Proposed Project:		
*a. Start Date: 01-01-2009	*b. End Date: 01-01-2011	
18. Estimated Funding (\$): 205,800.00		
*a. Federal	205,800	
*b. Applicant		
*c. State		
*d. Local		
*e. Other		
*f. Program Income		
*g. TOTAL	205,800.00	
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?		
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on ____		
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.		
<input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372		
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)		
<input checked="" type="checkbox"/> ** I AGREE		
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions		
Authorized Representative:		
Prefix: _____	*First Name: James	
Middle Name: _____		
*Last Name: Armour		
Suffix: _____		
*Title: City Engineer		
*Telephone Number: 316.268.4501		Fax Number: _____
* Email: jarmour@wichita.gov		
*Signature of Authorized Representative: _____		*Date Signed: _____

Authorized for Local Reproduction

Standard Form 424 (Revised 10/2005)
Prescribed by OMB Circular A-102

Project Narrative and Budget

Narrative: Funds to be used to conduct an engineering study which will determine the scope and feasibility of a grade separation between 21st Street North, an arterial street, and multiple Class I railroads.

Budget: \$205,800

\$205,800- Contractual services

-

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input checked="" type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: Kansas- 4th Districk Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Attn: City Engineer City of Wichita 455 N. Main Wichita, KS 67202 Congressional District, if known:		
6. Federal Department/Agency: Department of Housing & Urban Dev			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 205,800		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: James Armour Title: City Engineer Telephone No.: 316.268.4501 Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Project Narrative and Budget

Narrative: Funds to be used to conduct an engineering study which will determine the scope and feasibility of a grade separation between 21st Street North, an arterial street, and multiple Class I railroads.

Budget: \$205,800

\$205,800- Contractual services

City of Wichita
City Council Meeting
December 16, 2008

TO: Mayor and City Council Members

SUBJECT: Easement Encroachment Agreement for Sedgwick County Arena Addition

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: An Agreement has been prepared to formally permit Sedgwick County to occupy and construct improvements on, over, and across a platted drainage and utility easement described as being located in the plat for the Sedgwick County Arena Addition, Wichita, Sedgwick County, Kansas and waives all rights of action in law arising out of the encroachment into the easement. The improvement is a retaining wall and fence.

Analysis: The Agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of said drainage or sanitary sewer structures lying within the drainage and utility easement and from claims from replacement or upgrade of drainage and sewer structures.

Financial Considerations: No cost to City.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing for improvements desirable to new development.

Legal Considerations: The Law Department has approved the Agreement as to form.

Recommendation/Action: Approve the Agreement and authorize the Mayor to sign.

Attachments: Agreement

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2008, BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
hereinafter called
“CITY”

AND

Sedgwick County, Kansas
hereinafter called
“OWNER”

WITNESSETH:

Whereas, the public has a recorded easement, as further shown on Exhibit A, the plat of the Sedgwick County Arena Addition;

and

Whereas, Owner desires to occupy and construct improvements over the following easement for the purpose of a fence and retaining wall, as further shown on Exhibit B-1 and B-2.

NOW THEREFORE, in consideration of the premises and the promises of the parties, it is agreed as follows:

- (1) The Owner agrees that it will not begin construction of improvements on, over or across the said easement without first obtaining the City’s approval of any and all plans and specifications for such improvements.
- (2) In the event that a drainage and sanitary or other structure within the above described easement is planned or requires repair and/or maintenance and the same construction or repair is determined by the City to be impossible or impractical due to the presence of the encroachment described as Exhibit “A”, the Owner shall be obligated to either (a) pay the costs to construct or replace the portion of the structure within such encroachment; (b) remove the said encroachment and clear the said easement; or (c) pay the costs of tunneling under the encroachment to permit construction, installation, or repair and/or maintenance of the structure.
- (3) To the extent permitted by law, the Owner agrees to release, indemnify and hold harmless the City, its officials, employees, contractors, and agents, from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure within Exhibit A and which injury and/or damage is caused by the presence of the encroachment into Exhibit A.

To the extent permitted by law, Owner also agrees to release, indemnify and hold harmless the City, its officials, employees, contractors, and agents from any and all claims for personal injury and/or property damage arising from the condition or operation of the encroachment itself, including its construction and maintenance.

The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of any structure within, above or upon the above described easement.

- (4) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as any structure contemplated by this agreement is in existence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

Board of County Commissioners of
Sedgwick County, Kansas

By _____
Thomas G. Winters, Chairman
Third District

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, 2008, before me, a Notary Public, in and for said county and state, came Thomas G Winters, Chairman of the Board of County Commissioners of Sedgwick County, Kansas, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last written.

Notary Public

My Commission Expires: _____

CITY OF WICHITA, KANSAS
ATTEST

By _____
Mayor, City of Wichita

City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this ____ day of _____, 2008, before me a Notary Public, in and fore said county and state, came, _____, Mayor of the First Part, of Wichita, Kansas, to me personally known to be the same person holding that office and who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City, with full authority.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal, the day and year last written.

Notary Public

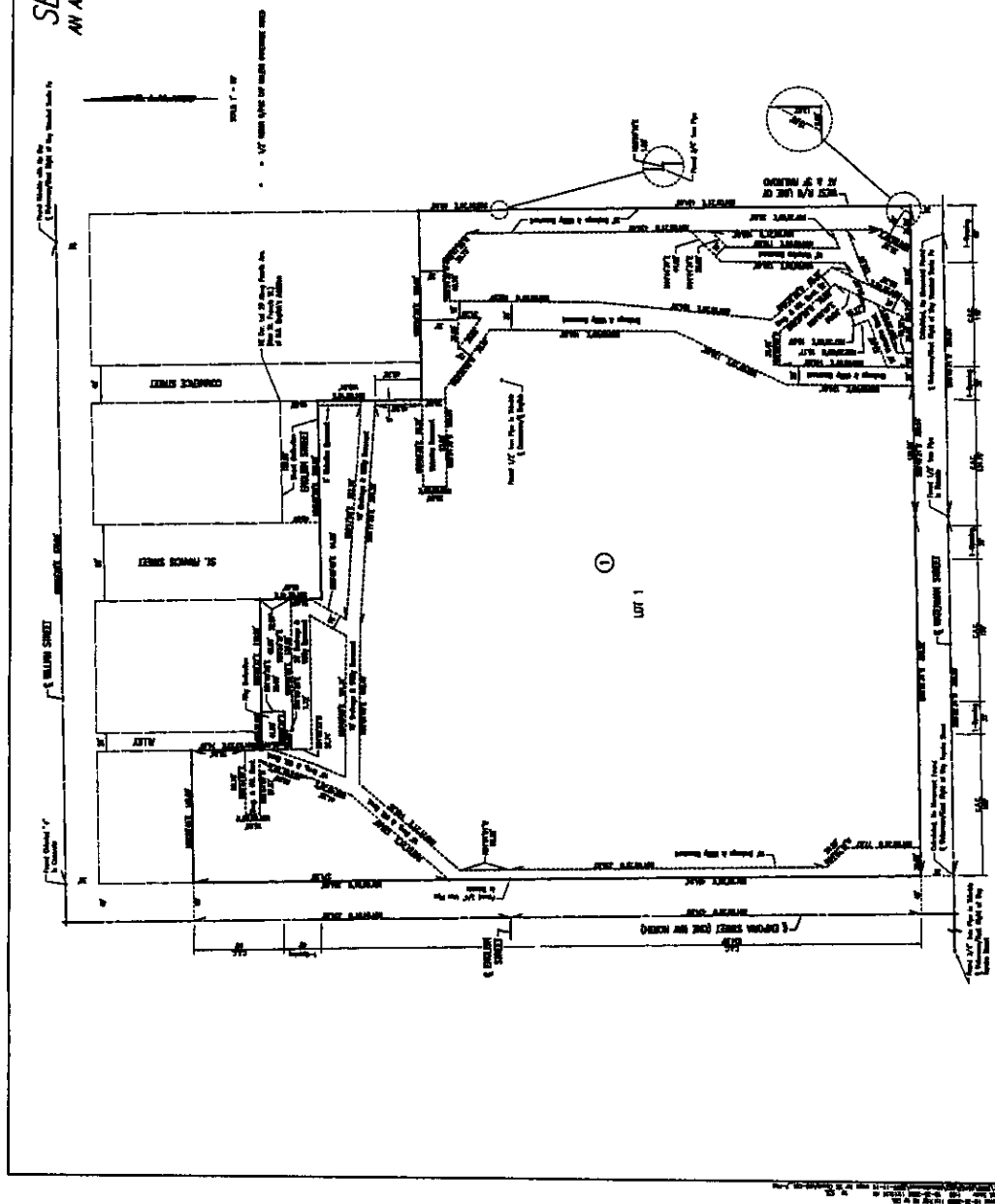
My Commission Expires: _____

Approved as to Form

Approved as to Form

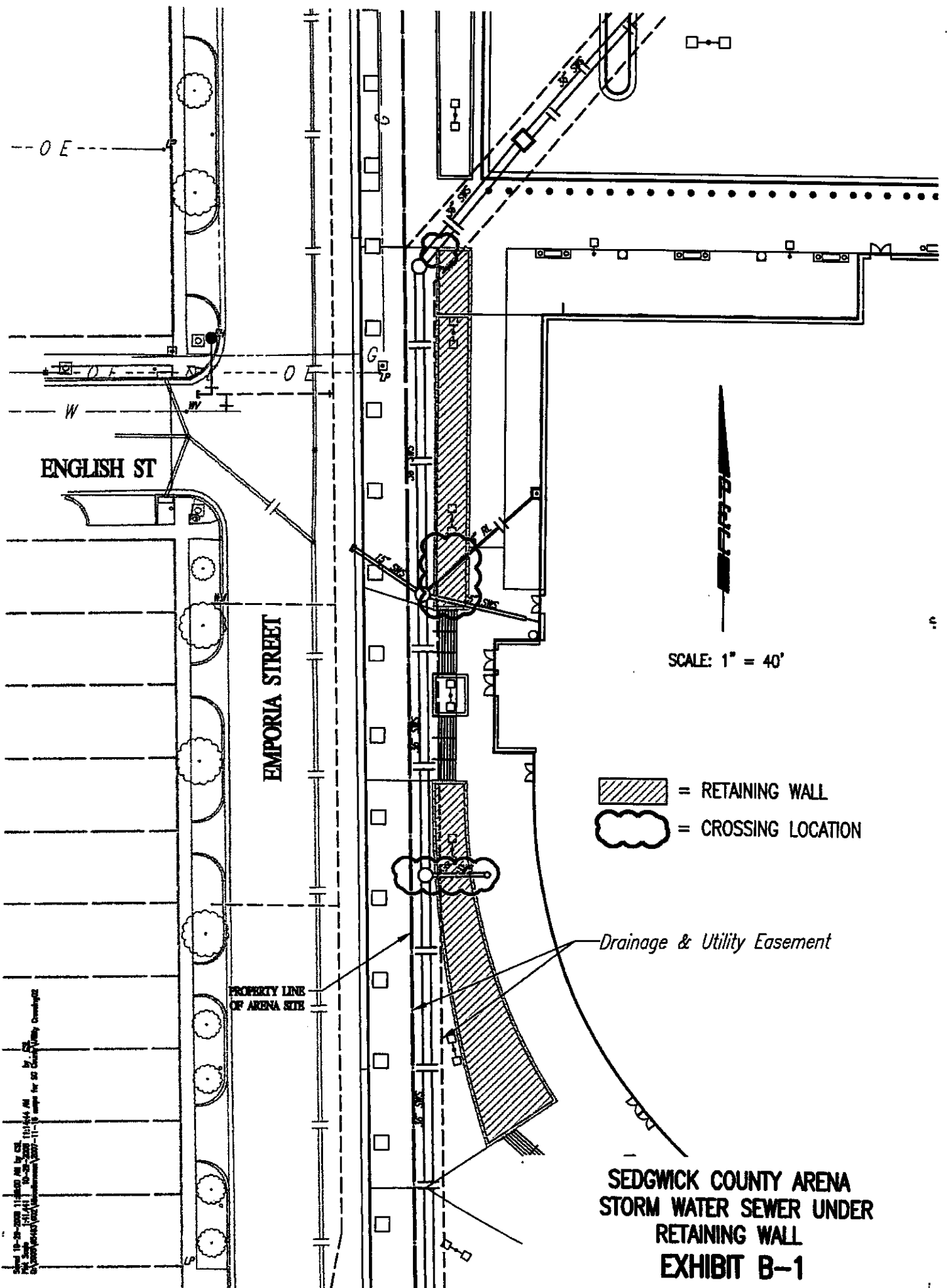
Director of Law

County Counselor

[illegible]

1	NAME	PIANT	SEABUCK COUNTY AREA	1
2	ADDRESS	10000 STATE STREET, SEABUCK COUNTY AREA		2
3	CITY	SEABUCK COUNTY AREA		3
4	STATE	SEABUCK COUNTY AREA		4
5	ZIP	SEABUCK COUNTY AREA		5
6	PHONE	SEABUCK COUNTY AREA		6
7	FAX	SEABUCK COUNTY AREA		7
8	E-MAIL	SEABUCK COUNTY AREA		8
9	WEBSITE	SEABUCK COUNTY AREA		9
10	INDUSTRY	SEABUCK COUNTY AREA		10
11	PRODUCTS	SEABUCK COUNTY AREA		11
12	MARKETING	SEABUCK COUNTY AREA		12
13	SALES	SEABUCK COUNTY AREA		13
14	EXPORT	SEABUCK COUNTY AREA		14
15	IMPORT	SEABUCK COUNTY AREA		15
16	FINANCIAL	SEABUCK COUNTY AREA		16
17	LEGAL	SEABUCK COUNTY AREA		17
18	TECHNICAL	SEABUCK COUNTY AREA		18
19	MANUFACTURING	SEABUCK COUNTY AREA		19
20	CONSTRUCTION	SEABUCK COUNTY AREA		20
21	TRANSPORTATION	SEABUCK COUNTY AREA		21
22	UTILITIES	SEABUCK COUNTY AREA		22
23	RETAIL	SEABUCK COUNTY AREA		23
24	WHOLESALE	SEABUCK COUNTY AREA		24
25	GOVERNMENT	SEABUCK COUNTY AREA		25
26	EDUCATION	SEABUCK COUNTY AREA		26
27	HEALTHCARE	SEABUCK COUNTY AREA		27
28	RESEARCH	SEABUCK COUNTY AREA		28
29	DEVELOPMENT	SEABUCK COUNTY AREA		29
30	OTHER	SEABUCK COUNTY AREA		30

EXHIBIT A



City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: Joint Funding Agreement - Equus Beds Aquifer

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Amendment to the Joint Funding Agreement and approve the new Joint Funding Agreement with the U.S. Geological Survey for the Equus Beds Aquifer Storage and Recovery.

Background: This Joint Funding Agreement between the City of Wichita and the United States Department of Interior, Geological Survey (U.S.G.S.) is a continuation of cooperative Agreements for measuring and interpreting the groundwater levels in the City of Wichita's Wellfield, operating and maintaining stream flow gages on the Little Arkansas River and for performing water quality sampling and analysis associated with the Equus Beds Recharge Project. The previous Agreement, October 1, 2004, through September 30, 2010, requires an amendment allowing the completion date to occur on September 30, 2008. A new Joint Funding Agreement is proposed for October 1, 2008, through September 30, 2015.

Accurate groundwater information is vital for the management of the groundwater resources, and water quality monitoring is vital to assure that there is no deterioration of water quality associated with the City's groundwater recharge efforts. The water monitoring project is a continuing program of collection, analysis, and storage of data to analyze the groundwater resources of the Equus Beds.

Analysis: The new Joint Funding Agreement combines projects that have previously had separate funding agreements. One project, areal monitoring, includes measuring the water levels in the network of wells in the Wellfield and providing the City with quarterly water level change maps, monitoring and sampling, and testing water quality in the index wells located throughout the wellfield. Another project, surface water monitoring, includes operating stream flow gages and water quality monitoring of the Little Arkansas River. The third project, regulatory monitoring, includes sampling and testing monitoring wells used for the Class V Injection Permit issued by KDHE for the aquifer recharge project, and monitoring and modeling the movement of the chloride plumes that threaten the water quality of the wellfield.

The U.S.G.S. has provided reliable, impartial, water quality data that is essential to future phases. This data will continue to be collected from seventy-two (72) index wells, which will be used to monitor both water quality and water levels, as part of the recharge project. Measuring the water quality of the water in the Little Arkansas River, the bank storage water, and the effects of using that water to recharge the Equus Beds Wellfield are a major and mandatory component of the recharge project. The locations, frequencies, and parameters measured in the water sampling program have been developed in cooperation with the Kansas Department of Health and Environment, the Environmental Protection Agency and the Bureau of Reclamation. The analyses done by the U.S.G.S. is on the organic and other constituents that the Water Utilities' laboratory is unable to perform.

The gages on the Little Arkansas River provide important information about the flow in the river. With the aid of this information, the Utility can determine when water from the river is available to recharge the wellfield, along with the quality of the water. This Agreement with the U.S.G.S. represents a continued substantial financial investment in water quality monitoring in the Wellfield.

Financial Consideration: Under the plan outlined in the Agreement, the City's share of the costs is shown below. The project includes projections for future phases of the recharge project, which may change depending on requirements established by regulatory agencies.

Funding for the construction projects has been from the Capital Improvement Program, but funding for the monitoring program should come from the operations budget of the Production & Pumping Division. The operations budget for the Production & Pumping Division needs to be increased by \$397,000 in 2009, increased by \$718,800 in 2010, and the 2011 budget increased to \$940,800 in order to pay for the program.

	2009	2010	2011	2012	2013	2014	2015
Areal Monitoring	\$442,800	\$459,800	\$478,200	\$497,300	\$517,200	\$537,900	\$559,400
Surface Water Mon.	\$179,600	\$186,100	\$193,000	\$200,400	\$208,100	\$215,900	\$223,900
Regulatory	\$150,470	\$557,900	\$504,600	\$484,400	\$501,100	\$518,300	\$536,400
Chloride modeling	<u>\$75,000</u>	<u>\$85,000</u>	<u>\$75,000</u>	<u>\$70,000</u>	<u>\$85,000</u>	<u>\$0</u>	<u>\$75,000</u>
Total Cost	847,170	1,288,800	1,250,800	1,252,100	1,311,400	1,272,100	1,394,700
City Share	627,170	978,800	940,800	942,100	991,400	962,100	1,064,700
USGS Share	220,000	310,000	310,000	310,000	320,000	310,000	330,000
% USGS Share	25.97%	24.05%	24.78%	24.78%	24.40%	24.37%	23.66%

Goal Impact: The project will help ensure efficient infrastructure by ensuring that the shared Equus Beds Aquifer is properly monitored as it is used by municipal, irrigation and domestic users.

Legal Considerations: The Joint Funding Amendment and Agreement have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Amendment; 2) approve the Agreement; 3) approve the budget adjustments; and 4) authorize the necessary signatures.

Attachments: U.S.G.S. Joint Funding Amendment

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Page 1 of 2
Customer #: KS006
Agreement #: 09C4KS001500000
Project #: 8595194
TIN #: 486000653
Fixed Cost Agreement ☒ Yes ☐ No

**FOR
WATER RESOURCE INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 1st day of October, 2008, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Wichita, KS, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Continued Surface and Ground Water Data Collection and Interpretation Related to Artificial Recharge of the Equus Beds Aquifer, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

(a) \$2,110,000.00 by the party of the first part during the period
October 1, 2008 to September 30, 2015

(b) \$6,507,070.00 by the party of the second part during the period
October 1, 2008 to September 30, 2015

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continuedU.S. Department of the Interior
U.S. Geological Survey
Joint Funding AgreementCustomer #: KS006
Agreement #: 09C4KS001500000
Project #: 8595194
TIN #: 486000653

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **Quarterly**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

City of Wichita, Kansas

USGS Point of ContactName: Andy Ziegler
Address: 4821 Quail Crest Place
Lawrence, KS 66049
Telephone: 785-832-3539
Email: aziegler@usgs.govCustomer Point of ContactName: Jerry Blain
Address: 455 N. Main Street, 8th Floor
Wichita, KS 67202
Telephone: 316-268-4578
Email: jblain@wichita.govSignaturesBy Walter R. Aucott Date 8/25/08
Name: Walter R. Aucott
Title: Director, KS WSCSignaturesBy _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____

Approved as to form:

Gary E. Rebenstorf
Gary E. Rebenstorf, Director of Law

**United States Department of Interior
Geological Survey
Amendment to Joint Funding Agreement 05C4KS000900000
for
Water Resource Investigations**

This amendment is for Joint Funding Agreement 05C4KS000900000, dated October 1, 2004, between the U.S. Geological Survey and the City of Wichita, KS (copy of agreement attached).

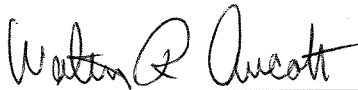
Paragraph 2 of the original agreement is hereby modified to read as follows:

- (a) \$1,067,540.00 by the party of the first part during the period
October 1, 2004 to September 30, 2008
- (b) \$2,437,749.00 by the party of the second part during the period
October 1, 2004 to September 30, 2008

This amendment decreases USGS funding from \$1,725,000.00 to \$1,067,540.00 and City of Wichita funding from \$3,835,200.00 to \$2,437,749.00

U.S. GEOLOGICAL SURVEY,
UNITED STATES
DEPARTMENT OF THE INTERIOR

by



(Signature)

Walter R. Aucott

(Name)

Director, KS WSC

(Title)

8/25/08

(Date)

CITY OF WICHITA, KANSAS

by

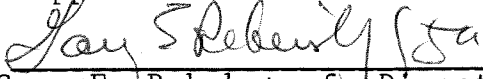
(Signature)

(Name)

(Title)

(Date)

Approved as to form:


Gary E. Rebehstorf, Director of Law

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Center: 8595 0000 19400
Customer No: KS006
Agreement No: 05C4KS000900000
TIN: 48-6000653

WATER RESOURCE INVESTIGATIONS

THIS AGREEMENT is entered into as of the 1st day of October 2004 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF WICHITA, KANSAS, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **Continued Surface and Ground Water Data Collection and Interpretation Related to Artificial Recharge of the Equus Beds Aquifer**, hereinafter called the program.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program.
 - (a) \$1,725,000.00 by the party of the first part during the period
October 1, 2004 to September 30, 2010
 - (b) \$3,835,200.00 by the party of the second part during the period
October 1, 2004 to September 30, 2010
 - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. Billing for this agreement will be rendered Quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

U.S. GEOLOGICAL SURVEY
UNITED STATES
DEPARTMENT OF THE INTERIOR



CITY OF WICHITA, KANSAS

By Walter R. Aucott
(SIGNATURE & TITLE)

Walter R. Aucott, District Chief

By Carlos Mayan
CARLOS MAYAN, Mayor

By _____

APPROVED AS TO FORM:

(USE REVERSE SIDE IF ADDITIONAL SIGNATURES ARE REQUIRED)

By Gary E. Rebenstorf
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: Street Paving in Krug South Addition (south of 21st St. South, west of 143rd St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On August 8, 2007, the City Council approved a construction contract with Kansas Paving, Inc. for street paving in Krug South Addition. The developer has requested that additional sidewalk be included in the project.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$45,475 with the total paid by Special Assessments. The original contract amount is \$672,537. This Change Order plus a previous change order represents 6.84% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing paving improvements for new development.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.



PUBLIC WORKS-ENGINEERING

October 28, 2008
CHANGE ORDER

To: Conspec, Inc. d/b/a Kansas Paving, Inc.

Project: Castle Rock/Rockhill, Split
Rail/Churchill, Burning Tree/Burning Tree
Court-Krug South Addition (south of 21st
St. North, west of 143rd St. East)

Change Order No.: 2

Purchase Order No.: 700780

CHARGE TO OCA No.: 766128

Project No.: 472-84521

OCA No.: 766128

PPN: 490146

Please perform the following extra work at a cost not to exceed \$45,475.18

Developer requested that additional sidewalk be added to the project (see attached map). The contractor will replace the dirt and grade where the sidewalk work has already been started. Then, 6 curb sections will be replaced and 6 curbs will be cut for new wheel chair ramps. Also, the center median in Castle Rock Court and the eyebrow on Rockhill Street at Station 30+68 needed to be lowered from plan grade in order to keep the cross slopes within City Specifications. The contractor lowered Castle Rock Court by 0.86 feet and eyebrow on Rockhill Street by 0.66 feet. The contractor will also be provided 25 additional days to complete the work.

Budget Amount: \$1,090,740.00

Consultant: MKEC

Total Exp. & Encum. To Date: \$808,445.61

CO Amount: \$45,475.18

Unencumbered Balance: \$236,819.21

Original Contract Amt.: \$672,536.60

Current CO Amt: \$45,475.18

Amt. of Previous CO's: \$500.00

Total of All CO's: \$45,975.18

% of Orig. Contract / 25% Max.: 6.84%

***Adjusted Contract Amt.:** \$718,511.78

Recommended By:

Larry Schaller, P.E.
Construction Engineer

Date

Approved:

Jim Armour, P.E.
City Engineer

Date

Approved:

Contractor

Date

Approved:

Chris Carrier, P.E.
Director of Public Works

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between Tina M. Forest, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a perpetual easement for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, described as follows:

The East 20 feet of the West 50 feet of the following described tract of land:

The North Half of the West 263.6 feet of the South half of the North half of the SW Quarter of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, KS

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above described tract and damages including but not limited to fencing and landscaping, the sum of Two Thousand Four Hundred Fifty Dollars and no/100 (\$2,450.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 19, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the

commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

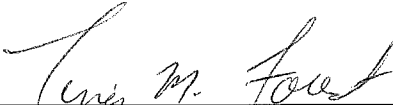
9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Tina M. Forest

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

PERMANENT EASEMENT

THIS EASEMENT made this 26 day of November, 2008, by and between Tina M. Forest, a single person and party of the first part and the City of Wichita, Kansas, a Municipal Corporation, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar and No/100 (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for construction and maintenance of a roadway and utilities over, along and under the following described real estate situated in Sedgwick, County, Kansas, to wit:

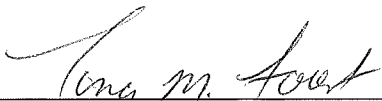
A proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, described as follows:

The East 20 feet of the West 50 feet of the following described tract of land:

The North Half of the West 263.6 feet of the South half of the North half of the SW Quarter of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, KS

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing said improvements.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.



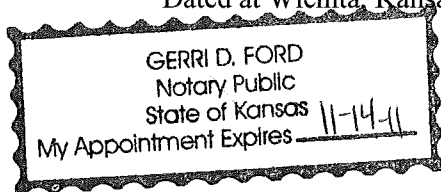
Tina M. Forest

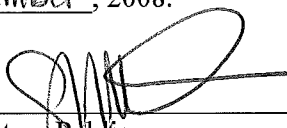
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Tina M. Forest, a single person, to me personally known to be the same person who

executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 26th day of November, 2008.





Notary Public

My commission expires: 11-14-11

EXHIBIT

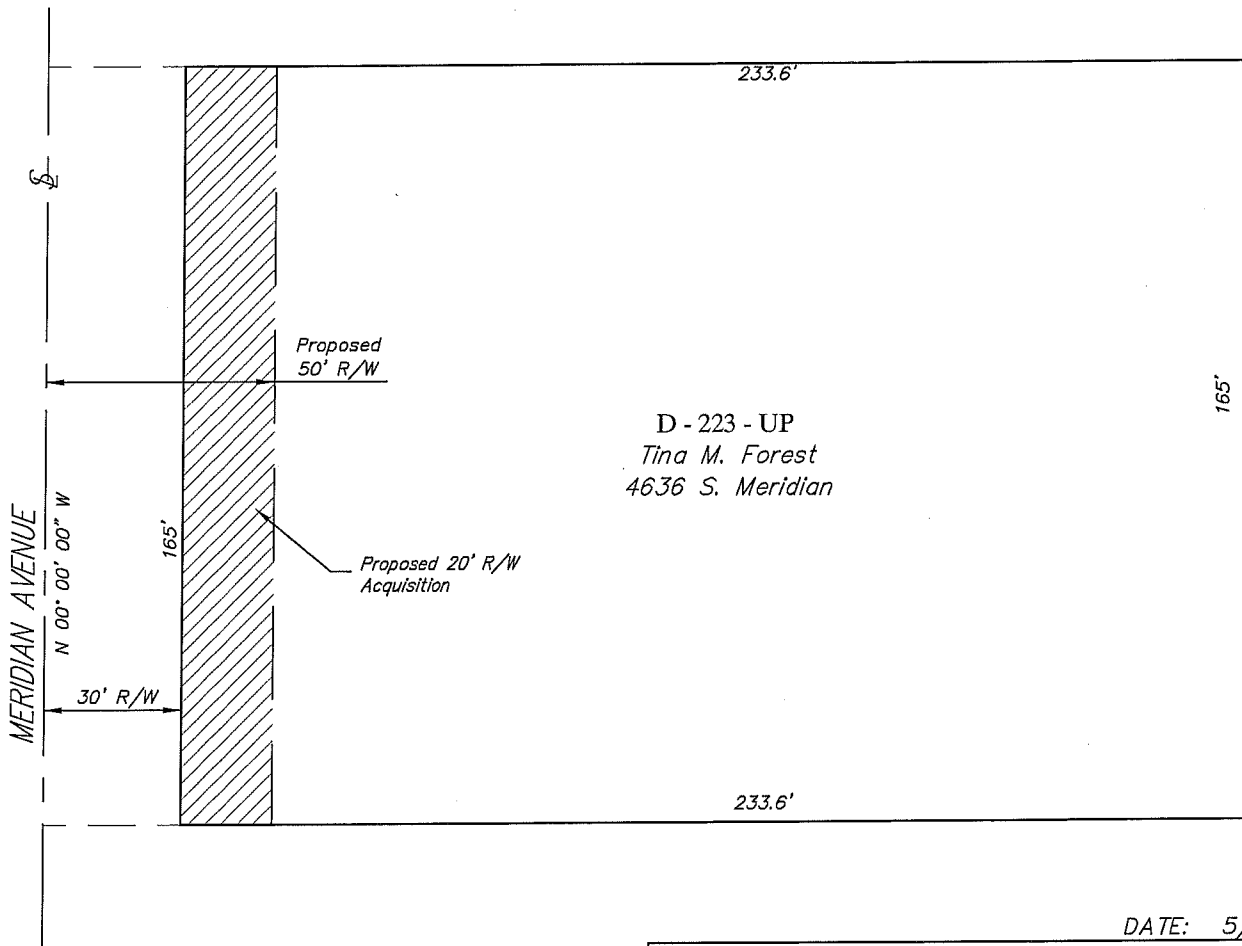
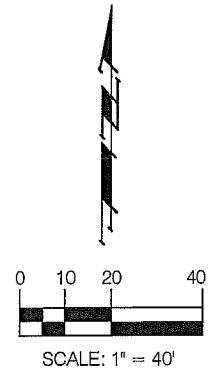
LEGAL DESCRIPTION:

*A Proposed 20.00 feet Right-of-Way Acquisition in Wichita,
Sedgwick County, Kansas, Described as Follows:*

*The East 20.00 feet of the West 50.00 feet of the following
described tract of land:*

*The North half of the West 263.6 feet of the South half of the
North half of the SW quarter of Section 18, Township 28 S, Range 1
East of the 6th P.M., Sedgwick County, Kansas.*

Containing 3,300.0 Sq. Ft., more or less.



DATE: 5/22/08

	Baughman Company, P.A.
	315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING SURVEYING PLANNING LANDSCAPE ARCHITECTURE	

Project Number 05-10-E396

F: eng/47th South/Exhibits/Forest.dwg



4636 South Meridian



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
December 9, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 4636 South Meridian; 47th Street – 31st Street Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 1, 2008, the City Council approved the improvement of Meridian Street between 47th St. South and 31st St. South. Meridian will be widened from two-lanes to five-lanes with a center two-way turn lane. Curb to gutter will be constructed and traffic signals will be upgraded in addition to new traffic signals will be installed at the I-235 access ramps. Partial acquisitions from 18 parcels along the corridor are necessary. These parcels consist of vacant land, single-family residences and commercial buildings.

Analysis: This particular acquisition is a 20-foot wide strip of land along the east side of Meridian. The property is zoned residential and the improvements are not impacted by the project. The owner has agreed to convey the necessary 3,300 square foot acquisition of land for the appraised value of \$2,450, or \$0.50 per square foot. \$800 was allowed by the appraiser as compensation for loss of trees.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$3,200 is requested. This includes \$2,450 for the acquisition and \$750 for closing costs and title insurance.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial, real estate purchase agreement and permanent easement.

EXHIBIT

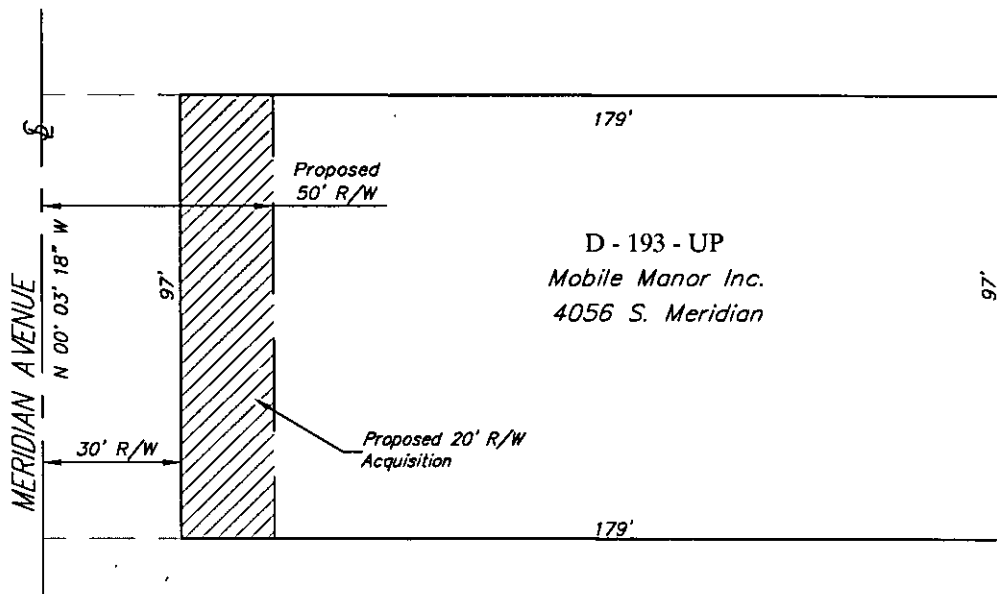
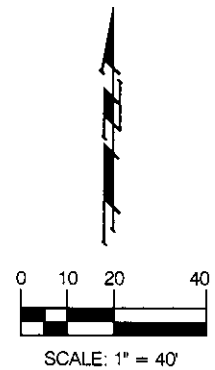
LEGAL DESCRIPTION:

A Proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:

The East 20.00 feet of the West 50.00 feet of the following described tract of land:

The North 97 feet of the West 209 feet of the SW quarter of the NW quarter of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.

Containing 1,940.0 Sq. Ft., more or less.

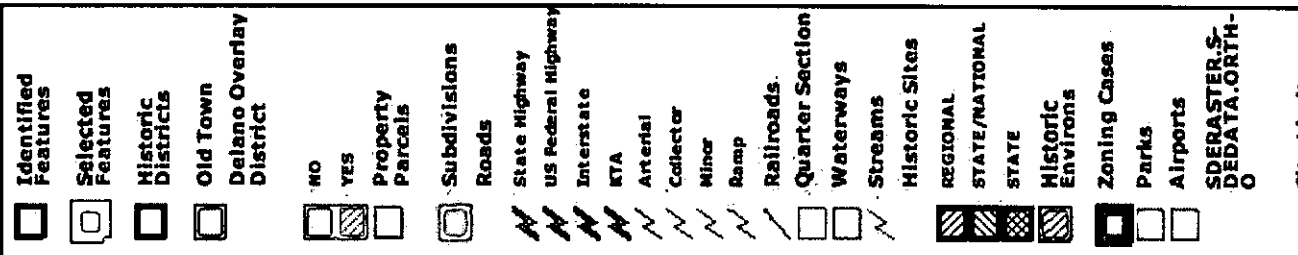


DATE: 5/22/08

Project Number 05-10-E396

F:eng/47th South/Exhibits/Mobile Manor.dwg





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REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 17th day of Nov., 2008 by and between Mobile Manor, Inc, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, described as follows:

The East 20.00 feet of the following described tract of land:

The North 97 feet of the West 209 feet of the SW Quarter of the NW Quarter of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above described tract and damages including but not limited to fencing and landscaping, the sum of Nine Hundred Seventy Dollars and no/100 (\$970.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before November 26, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by

buyer. Buyer will pay 100% closing costs.

9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

MOBILE MANOR, INC:



President / General Counsel

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
December 9, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 4056 South Meridian; 47th Street – 31st Street Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 1, 2008, the City Council approved the improvement of Meridian Street between 47th St. South and 31st St. South. Meridian will be widened from two-lanes to five-lanes with a center two-way turn lane. Curb to gutter will be constructed and traffic signals will be upgraded in addition to new traffic signals will be installed at the I-235 access ramps. Partial acquisitions from 18 parcels along the corridor are necessary. These parcels consist of vacant land, single-family residences and commercial buildings.

Analysis: This particular acquisition is a 20-foot wide strip of land along the east side of Meridian. The property is zoned residential and the improvements are not impacted by the project. The owner has agreed to convey the necessary 1,940 square foot acquisition of land for the appraised value of \$970, or \$0.50 per square foot.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$1,500 is requested. This includes \$970 for the acquisition and \$530 for closing costs and title insurance.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the contract as to form.

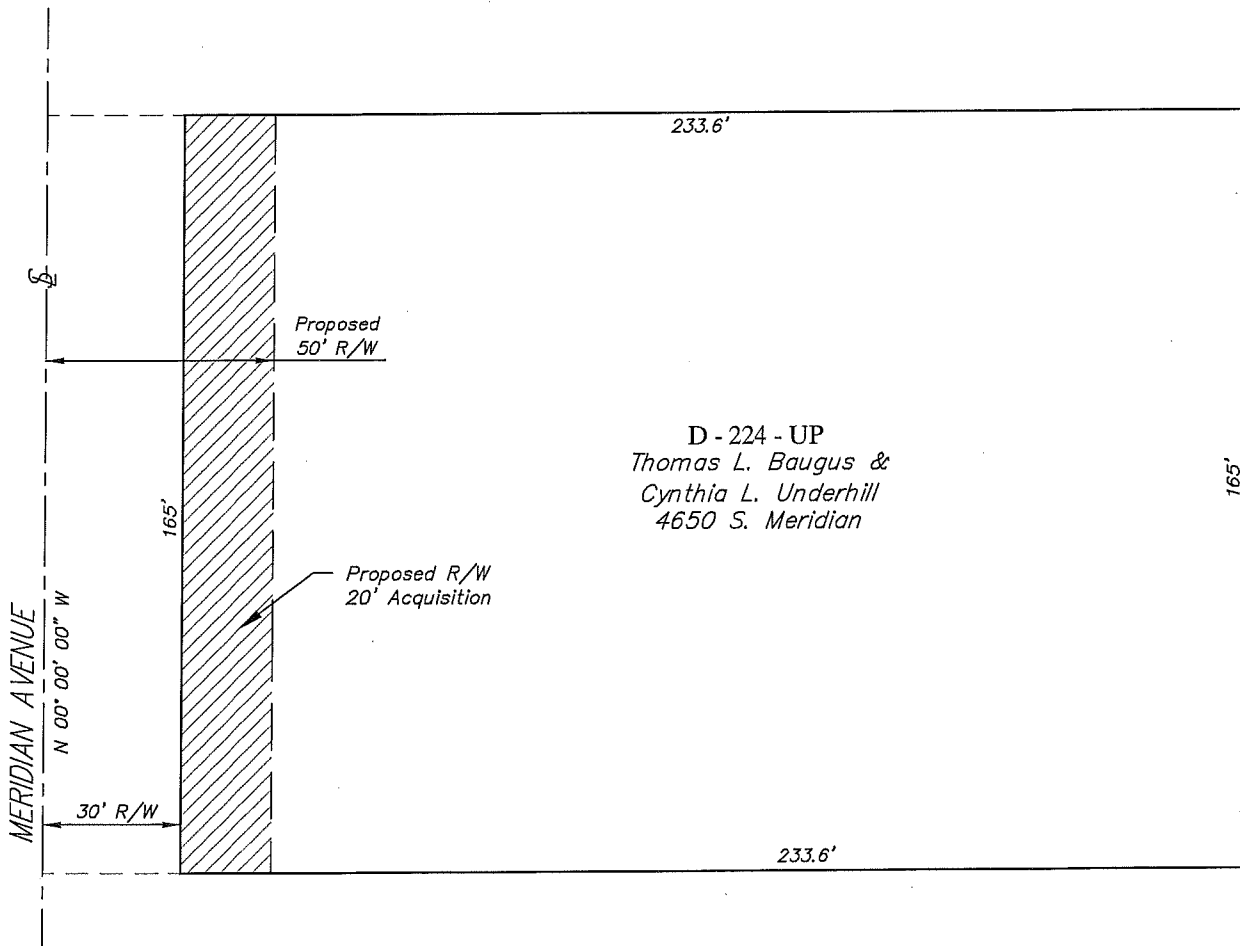
Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial and real estate purchase agreement.

5

SCALE: 1" = 40'

Containing 3,300.0 Sq. Ft., more or less.



DATE: 5/22/08



Baughman Company, P.A.

315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

F:\eng\47th South\Exhibits\Baugus.dwg



4650 S Meridian



☐ Identified Features

☐ Historic Districts

☐ Old Town Delano Overlay District

NO

YES

Property Parcels

Roads

State Highway

US Federal Highway

Interstate

IKTA

Arterial

Collector

Minor

Ramp

Railroads

Quarter Section

Waterways

Streams

Historic Sites

REGIONAL

STATE/NATIONAL

STATE

Historic Environs

Parks

Airports

SDERASTER.S-
DEDATA.ORTH-
O

City Limits

Andale

Bel Aire

Bentley



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REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between Thomas L. Baugus and Cynthia S. Underhill, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, described as follows:

The East 20.00 feet of the West 50.00 feet of the following described tract of land:

The South half of the West 263.6 feet of the South half of the North half of the SW Quarter of the SW Quarter of Section 18, Township 28, Range 1 East of the 6th P.M., Sedgwick County, Kansas.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above described tract and damages including but not limited to fencing and landscaping, the sum of Four Thousand Seven Hundred Fifty Dollars and no/100 (\$4,750.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before November 26, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the

commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

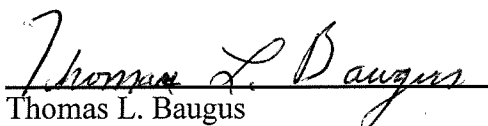
9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Thomas L. Baugus


Cynthia S. Underhill

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
December 9, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 4650 South Meridian; 47th Street – 31st Street Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 1, 2008, the City Council approved the improvement of Meridian Street between 47th St. South and 31st St. South. Meridian will be widened from two-lanes to five-lanes with a center two-way turn lane. Curb to gutter will be constructed and traffic signals will be upgraded in addition to new traffic signals will be installed at the I-235 access ramps. Partial acquisitions from 18 parcels along the corridor are necessary. These parcels consist of vacant land, single-family residences and commercial buildings.

Analysis: This particular acquisition is a 20-foot wide strip of land along the east side of Meridian. The property is zoned residential and the improvements are not impacted by the project. The owner has agreed to convey the necessary 3,300 square foot acquisition of land for the appraised value of \$4,750, or \$0.50 per square foot. \$3,100 was allowed by the appraiser as compensation for loss of trees.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$5,750 is requested. This includes \$4,750 for the acquisition and \$1,000 for closing costs and title insurance.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial and real estate purchase agreement.

**CITY OF WICHITA
City Council Meeting
December 9, 2008**

TO: Mayor and City Council Members

SUBJECT: Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$14,000.00 as a full settlement of this claim.

Background: This claim results from an accident on December 24, 2006 between an automobile and a paratransit bus. The driver of the paratransit bus struck the back of an automobile, causing a chain reaction collision to vehicles stopped at a traffic signal.

Analysis: After investigating this claim, evaluating the extent of the claimed damages, and considering the risks of trial, it was determined that a resolution of this matter is appropriate. After some discussion, the City has been offered an opportunity to resolve the claim with a lump sum payment as full settlement of all claims arising out of this incident. No admission of liability is made by the City. The purpose of the settlement is to resolve a disputed claim.

Goal Impact: Settlement of this claim contributes to the City goal of providing a safe and secure community. It provides certain resolution to a contingent liability.

Financial Considerations: Funding for this settlement is from the tort claims fund.

Legal Considerations: The Law Department recommends acceptance of the offer of settlement.

Recommendations/Actions: Authorize payment of \$14,000.00 as a full settlement of all possible claims which are the subject of this claim, and make the necessary budget adjustments.

**CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
NOVEMBER 2008**

COMMODITY TITLE	EXPIRATION	VENDOR NAME	DEPARTMENT	ORIGINAL	RENEWAL OPTIONS
	DATE			CONTRACT DATES	REMAINING
Air Quality Testing Service	11/30/2009	Emergency Fire Equipment Company, Inc.	Fire	12/1/2007 - 11/30/2008	1 - 1 year option
Fire Hydrants	11/30/2009	HD Supply Waterworks	Water Utilities	12/4/2007 - 11/30/2008	1 - 1 year option
Groundwater Report Preparation for the Brooks Landfill	11/30/2008	Aquaterra Environmental Solutions, Inc.	Public Works	12/6/2007 - 11/30/2008	2 - 1 year options
Pebble Quicklime - Bulk Delivery	11/30/2009	U. S. Lime Company-St. Clair	Water Utilities	12/1/2007 - 11/30/2008	1 - 1 year option

**PROFESSIONAL CONTRACTS UNDER \$25,000
PURCHASE ORDERS FOR NOVEMBER 2008**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Ruggles & Bohm PA	PO801214	Engineering Consulting	3,100.00		
Unified School District Number 259	PO801218	Artists	14,000.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR NOVEMBER 2008**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council

SUBJECT: Transfer of Funds

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the transfer of funds within the Water Utilities for the Water Distribution and the Sewage Treatment divisions.

Background: This year has been a year of price instability. Despite efforts to predict expenses and budget accordingly, the unanticipated happened. Water Distribution recognized a need to update existing equipment and purchase additional safety equipment. Sewage Treatment was impacted by the cost of commodities and increases in the cost of electricity.

Both divisions recognized cost savings in other sections of their budgets and have sufficient funds to transfer budget monies to cover additional costs. A transfer of budget monies within Water Distribution and Sewage Treatment will enable both divisions to complete their missions in 2008.

Analysis: Water Distribution spent approximately \$95,000 to replace old and inadequate materials required to shore excavations. The new materials are easier to put in place and necessary for the safety of employees. The division anticipated absorbing the cost of the shoring materials, which are also used by other Water Utilities' divisions, but was unable to do so, due to the increasing costs during this turbulent economic climate. The division also spent approximately \$20,000 more than anticipated on small tools and parts, and the repair and replacement of valves and fire hydrants which will increase daily during the ordinary course of business through year-end.

Electricity represents a major expenditure for the Sewage Treatment division, and despite significant effort to budget for the 2008 fiscal year, the division presently exceeds its year-to-date budget for electricity by ten-percent, or \$185,000. Other line items will end the year under budget, but the contractual budget is anticipated to experience a shortfall of \$140,000. Due to high fuel and energy costs in 2008, and increases in the cost of parts, chemicals and other commodities, the division's commodity budget is anticipated to have a shortfall of approximately \$125,000. Although neither of these budgets has been completely expended, it is anticipated through normal operating processes, both will be expended prior to year-end.

Water Distribution and Sewage Treatment have sufficient budgets within their respective divisions to transfer funds to cover the shortfalls. Water Distribution has a contractual budget surplus, due to fewer service installations by contractors. Sewage Treatment has a capital budget surplus available, due to the delay of capital purchases.

Financial Considerations: The total additional budget authority requested for Water Distribution is \$325,000 in commodities. The personal services budget has an excess of \$75,000 and the contractual budget has an excess of \$250,000 available.

Sewage Treatment is requesting additional budget authority of \$130,000 in contractual and \$125,000 in commodities. The Sewage Treatment capital budget has an excess of \$225,000 available.

Goal Impact: Adjusting the Water Distribution and Sewage Treatment budgets will help ensure efficient infrastructure and is specifically related to providing reliable, compliant and secure utilities. It will also affect the quality of life and economic vitality, since much of the increase will accommodate increased growth and customer expectations.

Legal Considerations: City Council approval is required to authorize budget transfers.

Recommendations/Actions: It is recommended that the City Council approve the budget adjustments and authorize the necessary signatures.

Attachments: There are no attachments.

City of Wichita
City Council Meeting
December 9, 2008

TO: Mayor and City Council Members

SUBJECT: Special Liquor Tax Administration Fund Budget Adjustment

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve budget adjustment and authorize necessary signatures.

Background: COMCARE of Sedgwick County has been the Special Liquor Tax Fund administrative services contractor since it was initially selected through a Request for Proposals (RFP) process and started its first contract with the City in March of 2000. COMCARE was again selected through the RFP process in 2004 and 2006. At its March 6, 2007 meeting the City Council approved a COMCARE Contract at their proposed \$127,515 budget that ran from April 5, 2007 through April 4, 2008. That contract amount represented an increase of \$29,806 over their previous contract for \$98,429. The City's Purchasing Office exercised the contract's first renewal option to extend it through April 4, 2009.

However, the Special Liquor Tax's administrative fund budget was inadvertently not amended to cover the increased 2007-2008 contract amount. A \$75,000 budget adjustment is needed to cover the existing contract through its renewed 2008-2009 period, which ends April 4, 2009. Therefore such a budget adjustment request is being brought before the City Council.

Analysis: Sufficient Special Liquor Tax funds are available for the budget adjustment. The adjustment will not alter the contract amount or any of its provisions. Currently COMCARE of Sedgwick County is providing administrative services for the Special Liquor Tax fund's thirteen providers operating sixteen programs at a \$1,527,332 contracted amount.

Financial Considerations: No general operating funds are committed by the requested budget adjustment or by the COMCARE of Sedgwick County Administrative Contract that it will fund. Sufficient Special Liquor Tax funds are available for the budget adjustment.

Goal Impact: Funding contracted administrative services will enhance the quality of life of Wichita residents by increasing the effectiveness of funds used to reduce the negative consequences of alcohol and other drug abuse.

Legal Considerations: Since the requested budget adjustment exceeds \$25,000, in accordance with Administrative Regulation 2.5 it is being brought before the Council for approval.

Recommendation/Action: It is recommended that the City Council approve the Special Liquor Tax Administration fund budget adjustment and authorize the necessary signatures for that adjustment.

Attachments: None.

**City of Wichita
City Council Meeting
December 9, 2008**

TO: Mayor and City Council

SUBJECT: Office of Central Inspection - Special Revenue Fund Budget Adjustment

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the requested budget adjustment.

Background: During 2008, the Office of Central Inspection (OCI) Special Revenue Fund has experienced a higher level of expenditures than anticipated in the 2008 Revised Budget. These increased expenditures are due primarily to higher than anticipated costs for OCI's vehicle fleet rental and fuel, materials and postage, and to higher than anticipated demand for contracted services (such as contracted dangerous building demolitions and emergency board-ups) and construction permit inspections (increased overtime and temporary employee services).

The OCI Special Revenue Fund is funded primarily from building construction plan review, permitting and contractor license fees. Due to the cyclical nature of the construction industry (and the OCI Special Revenue Fund revenue stream), a \$100,000 contingency was included in the approved 2008 OCI Special Revenue Fund budget. This approved budget contingency is available to offset increased expenditures in other budget line items.

Analysis: The requested budget adjustment will transfer up to \$100,000 from the approved 2008 OCI Special Revenue Fund contingency budget line item into the 2008 OCI Special Revenue Fund budget line items for contractual services, materials and personal services. The total approved 2008 OCI Special Revenue Fund budget (bottom line) will not be exceeded.

Financial Considerations: The increased expenditures for personal services, contractual activities and materials will be offset by Central Inspection Fund's budgeted contingency. The total approved OCI Special Revenue Fund budget will not be exceeded.

Goal Impact: On January 24, 2006, the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. The OCI Special Revenue Fund budget supports a "Safe and Secure Community" and "Vibrant Neighborhoods" through contractor licensing, construction plan review and permitting, construction permit inspection, and neighborhood code and land-use enforcement.

Legal Considerations: City Council approval is required for budget transfers in excess of \$25,000.

Recommendations/Actions: Approve the budget adjustment and authorize the transfer up to \$100,000 from the approved 2008 OCI Special Revenue Fund contingency budget line item to the OCI Special Revenue Fund personal services, contractual services and materials line items.

**City of Wichita
City Council Meeting
December 9, 2008**

TO: Mayor and City Council Members

SUBJECT: KDOT Project Budget Modifications
(Districts II, IV & VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the budget modifications.

Background: A majority share of Wichita's arterial street and bridge projects are funded in large part by federal grants administered by the Kansas Department of Transportation (KDOT), which is typically 80% of eligible expenses. The City provides the required local match and pays 100% of expenses that KDOT determines to be non-participating. KDOT provides progress payments during construction. Upon completion of the project and after an audit by KDOT, the City is notified of the final amount of Federal funding and the project is closed and bonded.

Analysis: Fourteen CIP projects with Federal funding are ready to be closed and bonded. Three of the projects did not have sufficient G.O. bond funding budgeted, but the shortage is offset by the budgets in the eleven projects that have unspent funding (see attachment). Staff proposes that the net balance of \$160,000 be utilized to begin acquiring right-of-way for the 47th St. South Improvement Project, between Meridian and Seneca, to meet the KDOT funding schedule.

Financial Considerations: The amount of funding required to close the three projects with insufficient funding and provide right-of-way funding for the 47th St. South project is \$451,650.

Goal Impact: The budget adjustments address the Efficient Infrastructure goal by maintaining the financial plan for CIP projects.

Legal Considerations: The Law Department has approved the amending Ordinances and Resolution as to legal form.

Recommendation/Action: It is recommended that the City Council approve the budget modifications, place the Ordinances on first reading, adopt the Resolution and authorize the necessary signatures.

Attachments: Spreadsheet, Ordinances, Resolution.

Issues with KDOT/GO projects								
		Project Cost	KDOT Budget	KDOT rcvd	KDOT underpaid	GO budget	Amt of KDOT PD & GO Amt	GO \$ (short)/long
472-83895	Murdock Bridge over Little Ark River	1,612,464	1,100,000	1,076,379	23,621	550,000	1,626,379	13,916
472-84311	Central to Tyler Design	144,235	0	0	0	145,000	145,000	765
472-83812	Bike Path, Little Ark River	666,873	480,000	437,493	42,507	220,000	657,493	(9,380)
472-83438	13th to 21st	2,121,341	1,550,000	1,477,268	72,732	606,014	2,083,282	(38,058)
472-82906	21st and Rock Road Int.	1,669,064	3,200,000	124,956	3,075,044	1,300,000	1,424,956	(244,108)
472-84235	Central, West to McLean	1,562,849	1,780,000	1,143,862	636,138	650,000	1,793,862	231,013
472-84315	KDOT let project	48,473	0	0	0	55,000	55,000	6,527
472-84316	21st N, Oliver to Woodlawn	48,933	0	0	0	55,000	55,000	6,067
472-83999	21st Bridge at LAR Design	16,682	0	0	0	40,000	40,000	23,318
472-84475	Turnpike/Rock Rd design	558,119	0	0	0	700,000	700,000	141,881
472-84528	Harry btn Kansas	752,527	400,000	368,349	31,651	400,000	768,349	15,821
472-82850	Turnpike/K-42 and Harry	441,588	335,000	328,205	6,796	121,000	449,205	7,616
472-83755	Construction	54,132	0	0	0	60,000	60,000	5,868
472-83932	2007 CM KLINK Resurfacing	1,795,000	0	0	0	1,795,000	1,795,000	0
	(WS54, Webb to 127th							
	K96 bikepath Grove to Oliver							
	Douglas and Oliver							
	Intersection							
	1998/1999 Arterial Corridor							
	Imp Program Design							
								161,246

First Published in the Wichita Eagle December 12, 2008

RESOLUTION NO. 08-546

A RESOLUTION AMENDING RESOLUTION NO. 05-137 OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO CONSTRUCT A BIKE PATH ALONG THE LITTLE ARKANSAS RIVER, FROM 13TH STREET TO 21ST STREET (472-83812).

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That Section 1 of Resolution No. 05-137 is hereby amended to read as follows:

“SECTION 1. That Section 2 of Resolution No. 03-359 is hereby amended to read as follows:

“SECTION 2. The total cost is estimated not to exceed \$700,000, exclusive of the costs of interest on borrowed money, with \$470,600 paid by Federal Grants administered by the Kansas Department of Transportation and \$229,400 paid by the issuance of bonds by the City of Wichita at large.”

SECTION 2. That the original Section 1 of Resolution No. 05-137 is hereby rescinded.

SECTION 3. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of December, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED:

GARY REBENSTORF, DIRECTOR OF LAW

ORDINANCE NO. 48-144

AN ORDINANCE AMENDING ORDINANCE NO. 45-134 OF THE CITY OF WICHITA, KANSAS DECLARING THE INTERSECTION OF 21ST ST. NORTH AND ROCK ROAD (472-83438) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 3 of Ordinance 45-134 is hereby amended to read as follows:

“SECTION 3. The costs of the construction of the above described improvements is estimated to be Two Million One Hundred Thirty Thousand Dollars (\$2,130,000) exclusive of the cost of interest on borrowed money, with \$618,100 paid by the City of Wichita and \$1,511,900 paid by Federal Transportation Grants. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 2. The original of SECTION 3 of Ordinance No. 45-134 is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 16th day of December, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

ORDINANCE NO. 48-145

AN ORDINANCE AMENDING ORDINANCE NO. 44-253 OF THE CITY OF WICHITA, KANSAS DECLARING CENTRAL AVENUE, FROM WEST STREET TO MCLEAN BOULEVARD (472-82906) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 4 of Ordinance 44-253 is hereby amended to read as follows:

“SECTION. The costs of the construction of the above described improvements is estimated to be Four Million Five Hundred Thousand Dollars (\$4,500,000) exclusive of the cost of interest on borrowed money, with \$1,544,150 paid by the City of Wichita and \$2,955,850 paid by Federal Transportation Grants. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 2. The original of SECTION 4 of Ordinance No. 44-253 is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 16th_ day of December, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

ORDINANCE NO. 48-146

AN ORDINANCE AMENDING ORDINANCE NO. 46-840 OF THE CITY OF WICHITA, KANSAS DECLARING 47TH ST. SOUTH BETWEEN MERIDIAN AND SENECA (472-84296) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Ordinance 46-840 is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to 47th St. South, between Meridian and Seneca (472-84296) as a main trafficway in the following particulars:

The design, relocation of utilities and acquisition of the right-of-way as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance No. 46-840 is hereby amended to read as follows:

“SECTION 3. The cost of the construction of the above described improvements is estimated to be Three Hundred Seventy-Five Thousand Dollars (\$375,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The Original SECTIONS 2 and 3 of Ordinance No. 46-840 are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 16th day of December, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk
(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

Second Reading Ordinances for December 09, 2008 (first read on December 02, 2008)

Public Hearing on the Expansion of the Center City South Redevelopment District, Tax Increment Financing. (Districts I and VI)

ORDINANCE NO. 48-124

An Ordinance of the City of Wichita expanding the boundaires for the Center City South Redevelopment District .Center City South Redevelopment District.

Public Hearing and Adoption of Renaissance Square Redevelopment Project Plan. (District VI)

ORDINANCE NO. 48-125

An Ordinance adopting a project plan for the renaissance square project in the C.O.R.E. Redevelopment District.

ORDINANCE NO. 48-126

An Ordinance authorizing the issuance of full faith and credit tax increment bonds of the City of Wichita, Kansas to pay all or a portion of the costs of acquiring real property, demolition of existing structures, and design and construction of a public park in the Center City organized revitalization effort (C.O.R.E.) Redevelopment Project area.

Boundaries of the Big Arkansas River and Bank Area-Ordinance.

ORDINACE NO. 48-127

An ordinance pertaining to the Big Arkansas River and Bank area, amending sections 9.28.020 and 9.28.050 of the code of the City of Wichita; and repealing the originals of said sections

Exempt Salary Ordinance – Tennis Professional Incentives.

ORDINANCE NO. 48-130

An Ordinance providing for a uniform schedule of standard pay ranges for exempt employees of the City of Wichita, repealing Ordinance No. 48-122.

ZON2008-34 and CUP2008-24 ZON2008-00034 associated with (CUP2008-00024) – Zone change from TF-3 Two-family, B Multi-family, and MF-29 Multi-family Residential to LC Limited Commercial, DP-261 Amendment #1 to add 3.4 acres to the Community Unit Plan and add four parcels, with the expansion area being east and west of Dellrose, north of Orme, on the east side of Pershing extending 50 feet south of the CUP boundary and between Oliver and Glendale extending 120 feet south of the existing CUP boundary (including Eilerts Street right-of-way). (District III)

ORDINANCE NO. 48-131

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

SUB 2008-33-Plat River Oaks Mobile Home Park Second Addition located east of Hydraulic and on the north side of 55th Street South (extended). (District III)

ORDINANCE NO. 48-132

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.